

# EXHIBIT A



## Transmittal #10

Monadnock Construction  
155-3rd Street  
Brooklyn, New York 11231  
Phone: 718-875-8160  
Fax: 718-802-1102

Project: 3540 - Hunters Point South-Parcel A  
1-50 50th Avenue  
Queens, New York 11101

### Parcel A-Executed Contract

TO: Federico Balestrazzi (Glasswall)  
3550 NW 49th Street  
Miami, Florida 33142

FROM: Delphia Woode (Monadnock Construction)  
155-3rd Street  
Brooklyn, New York 11231

CREATED DATE: 02/04/2013

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Select Delivery Method:	Select Delivery Method:	Your Use	

### Transmittal Items

#### Notes

Federico,

Attached please find Parcel A-Fully Executed Contract for your records. If you have any questions please contact us.

BY

2/4/13

DATE

COPIES TO



## Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the Third day of January in the year Two Thousand Thirteen  
(In words, indicate day, month and year, year)

**BETWEEN** the Contractor:

(Name, legal status, address and other information)

Monadnock Construction, Inc.  
155-3rd Street  
Brooklyn, New York 11231

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Subcontractor/Manufacturer:

(Name, legal status, address and other information)

Glasswall  
3550 NW 49<sup>th</sup> Street  
Miami, Florida 33142

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference.

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: January 3, 2013

This document has been approved and endorsed by the Associated Specialty Contractors, Inc.

with the Owner:

(Name, legal status, address and other information)

HPS 50<sup>th</sup> Avenue Associates, LLC  
60 Columbus Circle  
New York, New York 10023

for the following Project:

(Name, location and detailed description)

HPS "Parcel A"  
1-50 – 50<sup>th</sup> Avenue  
Long Island City, New York 11101

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor/Manufacturer.

The Architect for the Project:

(Name, legal status, address and other information)

Ismael Leyva Architects, P.C.  
48 West 37<sup>th</sup> Street, #13  
New York, New York 10018

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| The Contractor and the Subcontractor Manufacturer agree as follows.

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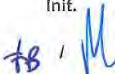
## ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

§ 1.2 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™ 2007, A201, General Conditions of the Contract for Construction.

§ 1.3 The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor; Manufacturer, (2) between the Owner and the Subcontractor; Manufacturer, or (3) between any persons or entities other than the Contractor and Subcontractor; Manufacturer.

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§ 1.4 The Contractor shall make available the Subcontract Documents to the Subcontractor prior to execution of this Agreement, Manufacturer and thereafter, upon request, but the Contractor may charge the Subcontractor Manufacturer for the reasonable cost of reproduction.

## ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor Manufacturer shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201-2007-A201, apply to this Agreement pursuant to Section 1.2 and provisions of the Prime Contract apply to the Work of the Subcontractor, Manufacturer, the Contractor shall assume toward the Subcontractor Manufacturer all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor Manufacturer shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor Manufacturer that the Owner, under such documents, has against the Contractor, and the Subcontractor Manufacturer shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

## ARTICLE 3 CONTRACTOR

### § 3.1 SERVICES PROVIDED BY THE CONTRACTOR

§ 3.1.1 The Contractor shall cooperate with the Subcontractor Manufacturer in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Manufacturer's Work and shall expedite written responses to submittals made by the Subcontractor Manufacturer in accordance with Section 4.1 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor Manufacturer copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor Manufacturer to plan and perform the Subcontractor's Manufacturer's Work properly. The Contractor shall promptly notify the Subcontractor Manufacturer of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.1.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor Manufacturer's materials.

§ 3.1.3 Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

### § 3.2 COMMUNICATIONS

§ 3.2.1 The Contractor shall promptly make available to the Subcontractor Manufacturer information, including information received from the Owner, that affects this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's Manufacturer's employees or to the Subcontractor's Sub-subcontractors Manufacturer's Sub-Manufacturers or material suppliers unless such persons are designated as authorized representatives of the Subcontractor Manufacturer.

§ 3.2.3 The Contractor shall permit the Subcontractor Manufacturer to request directly from the Architect information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor Manufacturer.

§ 3.2.4 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor Manufacturer or anyone directly or indirectly employed by them (other than the Subcontractor, Manufacturer), the Contractor shall, prior to harmful exposure of the Subcontractor's Manufacturer's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor Manufacturer in sufficient detail and time to permit the Subcontractor's Manufacturer's compliance with such laws.

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§ 3.2.5 The Contractor shall furnish to the Subcontractor-Manufacturer within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor-Manufacturer to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein.

§ 3.2.6 If the Contractor asserts or defends a claim against the Owner that relates to the Work of the Subcontractor-Manufacturer, the Contractor shall promptly make available to the Subcontractor-Manufacturer all information relating to the portion of the claim that relates to the Work of the Subcontractor-Manufacturer.

### § 3.3 CLAIMS BY THE CONTRACTOR

§ 3.3.1 Liquidated damages for delay, if provided for in Section 9.3 of this Agreement, shall be assessed against the Subcontractor-Manufacturer only to the extent caused by the Subcontractor-Manufacturer or any person or entity for whose acts the Subcontractor-Manufacturer may be liable, and in no case for delays or causes arising outside the scope of this Subcontract. *Liquidated damages will be capped at \$100,000.* #8

§ 3.3.2 The Contractor's claims for the costs of services or materials provided due to the Subcontractor-Manufacturer's failure to execute the Work shall require

- .1 seven days' written notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor-Manufacturer of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

### § 3.4 CONTRACTOR'S REMEDIES

If the Subcontractor-Manufacturer defaults or neglects to carry out the Work in accordance with this Agreement and fails within ~~five~~~~three~~ working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by appropriate Modification, ~~after three days following receipt by the Manufacturer of an additional written notice~~ and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor-Manufacturer.

## ARTICLE 4 SUBCONTRACTOR

## ARTICLE 4 MANUFACTURER

### § 4.1 EXECUTION AND PROGRESS OF THE WORK

§ 4.1.1 For all Work the Subcontractor-Manufacturer intends to subcontract, the Subcontractor-Manufacturer shall enter into written agreements with Sub-subcontractors-Sub-Manufacturers performing portions of the Work of this Subcontract by which the Subcontractor-Manufacturer and the Sub-subcontractor-Sub-Manufacturer are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor-Sub-Manufacturer, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor-Manufacturer assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor-Manufacturer have by virtue of the provisions of this Agreement.

§ 4.1.2 The Subcontractor-Manufacturer shall supervise and direct the Subcontractor's Manufacturer's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Manufacturer's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors, Manufacturers, the Owner, or separate contractors.

§ 4.1.3 The Subcontractor-Manufacturer shall promptly submit Shop Drawings, Product Data, Samples-Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors-Manufacturers.

§ 4.1.4 The Subcontractor-Manufacturer shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as ~~mutually agreed, required by the Contractor,~~ including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

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**§ 4.1.5** The Subcontractor Manufacturer agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor-Manufacturer that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor-Manufacturer if consistent with the intent expressed in the Prime Contract.

**§ 4.1.6** The Subcontractor Manufacturer shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

**§ 4.1.7** The Subcontractor shall take necessary precautions to protect properly the work of other subcontractors from damage caused by operations under this Subcontract.

**§ 4.1.8** The Subcontractor Manufacturer shall cooperate with the Contractor, other subcontractors, Manufacturers, the Owner, and separate contractors whose work might interfere with the Subcontractor's Manufacturer's Work. The Subcontractor Manufacturer shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, or the Contractor, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor Manufacturer and that of the Contractor, other subcontractors, Manufacturers, the Owner, or separate contractors.

#### **§ 4.2 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS**

**§ 4.2.1** The Subcontractor Manufacturer shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor Manufacturer shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Manufacturer's Work, the furnishing of which is required of the Contractor by the Prime Contract.

**§ 4.2.2** The Subcontractor Manufacturer shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

#### **§ 4.3 SAFETY PRECAUTIONS AND PROCEDURES**

**§ 4.3.1** The Subcontractor Manufacturer shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor Manufacturer shall report to the Contractor within three days one day an injury to an employee or agent of the Subcontractor Manufacturer which occurred at the site.

**§ 4.3.2** If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors Manufacturer, the Manufacturer's Sub-Manufacturers or anyone directly or indirectly employed by them, the Subcontractor Manufacturer shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors Manufacturers and other employers on the site.

**§ 4.3.3** If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor Manufacturer, the Manufacturer shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Manufacturer's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor Manufacturer. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's Manufacturer's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

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**§ 4.3.4** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§**

**§ 4.3.5** The Subcontractor Manufacturer shall indemnify the Contractor for the cost and expense the Contractor incurs (1) for remediation of a material or substance brought to the site and negligently handled by the Subcontractor or (2) Manufacturer or 2) where the Subcontractor Manufacturer fails to perform its obligations under Section 4.3.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

**§ 4.4 CLEANING UP**

**§ 4.4.1** The Subcontractor Manufacturer shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor Manufacturer shall not be held responsible for conditions caused by other contractors or subcontractorsManufacturers.

**§ 4.4.2** As provided under Section 3.3.2, if the Subcontractor Manufacturer fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor Manufacturer for the Subcontractor's Manufacturer's appropriate share of cleanup costs.

**§ 4.5 WARRANTY**

The Subcontractor Manufacturer warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor Manufacturer further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's Manufacturer's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, Manufacturer, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor Manufacturer shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Document.

**§ 4.6 INDEMNIFICATION**

**§ 4.6.1** To the fullest extent permitted by law, the Subcontractor Manufacturer shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Manufacturer's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, Manufacturer, the Manufacturer's Sub-Manufacturers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.6.

**§ 4.6.2** In claims against any person or entity indemnified under this Section 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, Manufacturer, the Manufacturer's Sub-Manufacturers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable

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by or for the Subcontractor-Manufacturer or the Subcontractor's Sub-subcontractors Manufacturer's Sub-Manufacturers under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### § 4.7 REMEDIES FOR NONPAYMENT

If the Contractor does not pay the Subcontractor-Manufacturer through no fault of the Subcontractor-Manufacturer, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor-Manufacturer may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor-Manufacturer's reasonable costs of demobilization, delay and remobilization.

### ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor-Manufacturer of the Modification. Unless otherwise directed by the Contractor, the Subcontractor-Manufacturer shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor-Manufacturer may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor-Manufacturer, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor-Manufacturer shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. A claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's claim must be made. Failure of the Subcontractor-Manufacturer to make such a timely claim shall bind the Subcontractor-Manufacturer to the same consequences as those to which the Contractor is bound.

### ARTICLE 6 MEDIATION AND BINDING DISPUTE RESOLUTION

#### § 6.1 MEDIATION

§ 6.1.1 Any claim arising out of or related to this Subcontract, except claims as otherwise provided in Section 4.1.5 and except those waived in this Subcontract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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#### § 6.2 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Contractor and Subcontractor Manufacturer do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: Other (Specify)

#### § 6.3 ARBITRATION

§ 6.3.1 If the Contractor and Subcontractor Manufacturer have selected arbitration as the method of binding dispute resolution in Section 6.2, any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

§ 6.3.3 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described in the written consent.

§ 6.3.5 The Contractor and Subcontractor Manufacturer grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor Manufacturer under this Agreement.

§ 6.3.6 This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

#### § 7.1 TERMINATION BY THE SUBCONTRACTOR TERMINATION BY THE MANUFACTURER

The Subcontractor Manufacturer may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor Manufacturer for any reason which is not the fault of the Subcontractor, Sub-subcontractors Manufacturer, Sub-Manufacturers or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor Manufacturer, the

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Manufacturer shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

**§ 7.2 TERMINATION BY THE CONTRACTOR**

§ 7.2.1 If the Subcontractor-Manufacturer repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day seven working day period after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by written notice to the Subcontractor-Manufacturer and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Manufacturer's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Manufacturer's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor-Manufacturer. If such expense and damages exceed such unpaid balance, the Subcontractor-Manufacturer shall pay the difference to the Contractor.

§ 7.2.2 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver written notice to the Subcontractor-Manufacturer.

§ 7.2.3 Upon receipt of written notice of termination, the Subcontractor-Manufacturer shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.2.4 In case of such termination for the Owner's convenience, the Subcontractor-Manufacturer shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**§ 7.3 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE**

§ 7.3.1 The Contractor may, without cause, order the Subcontractor-Manufacturer in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor-Manufacturer shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 An adjustment shall be made for increases in the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor-Manufacturer is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

**§ 7.4 ASSIGNMENT OF THE SUBCONTRACT**

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201-2007 provided the Owner accepts the assignment A201 and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract. In such event, the Owner shall assume the Contractor's rights and obligations under the Subcontract Documents. If the Work of the Prime Contract has been suspended for more than 30 days, the Manufacturer's compensation shall be equitably adjusted.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor-Manufacturer may not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract. Any requests for assignment must be made by written notification to the Contractor.

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#### ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor-Manufacturer shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others. *(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted alternates.)*

#### ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontractor's Manufacturer's date of commencement is the date from which the Subcontract Time of Section 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

§ 9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor-Manufacturer shall notify the Contractor in writing not less than five days before commencing the Subcontractor's Manufacturer's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 9.3 The Work of this Subcontract shall be substantially completed not later than Production start date to be on or about April 15, 2013 and Windows ready to ship to New York on September 1, 2013

*(Insert the calendar date or number of calendar days after the Subcontractor's Manufacturer's date of commencement. Also insert any requirements for earlier substantial completion of certain portions of the Subcontractor's Manufacturer's Work, if not stated elsewhere in the Subcontract Documents.)*

With all possible speed, Manufacturer will diligently perform the work, and maintain men in sufficient numbers and materials and equipment in sufficient quantities to accomplish the rapid completion of the job.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents. *(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

§ 9.4 With respect to the obligations of both the Contractor and the Subcontractor-Manufacturer, time is of the essence of this Subcontract.

§ 9.5 No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor-Manufacturer in accordance with Section 5.3.

#### ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor-Manufacturer in current funds for performance of the Subcontract the Subcontract Sum of (\$ ), Eight Million Four Hundred and Twelve Thousand Five Hundred and Two Dollars (\$8,412,502.00), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:

*(Insert the numbers or other identification of accepted alternates.)*

See Rider 5, Scope of Work

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**§ 10.3 Unit prices, if any:***(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)***See Rider 5, Scope of Work**

Item	Units and Limitations	Price Per Unit(\$0.00)
------	-----------------------	------------------------

**§ 10.4 Allowances included in the Subcontract Sum, if any:***(Identify allowance and state exclusions, if any, from the allowance price.)***See Rider 5, Scope of Work**

Item	Price
------	-------

**ARTICLE 11 PROGRESS PAYMENTS**

**§ 11.1** Based upon applications for payment submitted to the Contractor by the Subcontractor, Manufacturer, corresponding to applications for payment submitted by the Contractor to the Architect, and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor, Manufacturer as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor, Manufacturer for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor, Manufacturer for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor, Manufacturer for which payment was made to the Contractor by the Owner or to the Subcontractor, Manufacturer by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, Manufacturer, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor, Manufacturer for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor, Manufacturer for breach of the requirements of this provision.

**§ 11.2** The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

Monthly cycle covered by each application shall be determined by Owner and Owner's lender. Contractor shall notify Manufacturer of applicable dates. Manufacturer's approved requisition submitted by the 20<sup>th</sup> day of the cycle for work completed through the end of the prior cycle, will be paid within 3 working days of receipt of payment of payment from Owner by Contractor.

**§ 11.3** Provided an application for payment is received by the Contractor not later than the TBA day of a month, the Contractor shall include the Subcontractor's Manufacturer's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor, Manufacturer each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a certificate for payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, Manufacturer, the Contractor shall pay the Subcontractor, Manufacturer, on demand, a progress payment computed as provided in Sections 11.7, 11.8 and 11.9.

**§ 11.4** If the Subcontractor's Manufacturer's application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Manufacturer's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect.

**§ 11.5** The Subcontractor, Manufacturer shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Manufacturer's first Application for Payment made out in such detail as the Contractor and Manufacturer may agree upon or as required by the Contractor and supported by such evidence as the Contractor may require. Each subsequent application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor, Manufacturer in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Manufacturer's Work and be prepared in such form and supported by such data to substantiate its

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accuracy as the Contractor may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's Manufacturer's applications for payment.

**§ 11.6** Applications for payment submitted by the Subcontractor Manufacturer shall indicate the percentage of completion of each portion of the Subcontractor's Manufacturer's Work as of the end of the period covered by the application for payment.

**§ 11.7** Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as set forth in the sections below.

**§ 11.7.1** Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Manufacturer's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Manufacturer's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor-Manufacturer. Pending final determination of cost to the Contractor of changes in the Work that have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

**§ 11.7.2** Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;

**§ 11.7.3** Subtract the aggregate of previous payments made by the Contractor; and

**§ 11.7.4** Subtract amounts, if any, calculated under Section 11.7.1 or 11.7.2 that are related to Work of the Subcontractor-Manufacturer for which the Architect has withheld or nullified, in whole or in part, a certificate of payment for a cause that is the fault of the Subcontractor-Manufacturer.

**§ 11.8** Upon the partial or entire disapproval by the Contractor of the Subcontractor's Manufacturer's application for payment, the Contractor shall provide written notice to the Subcontractor-Manufacturer. When the basis for the disapproval has been remedied, the Subcontractor-Manufacturer shall be paid the amounts withheld.

#### **§ 11.9 SUBSTANTIAL COMPLETION**

When the Subcontractor's Manufacturer's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor-Manufacturer, make prompt application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor-Manufacturer, deducting any portion of the funds for the Subcontractor's Manufacturer's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor-Manufacturer. Such payment to the Subcontractor-Manufacturer shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Manufacturer's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor-Manufacturer, will reduce the retainage on the Subcontractor's Manufacturer's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

#### **ARTICLE 12 FINAL PAYMENT**

**§ 12.1** Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor-Manufacturer when the Subcontractor's Manufacturer's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's Manufacturer's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

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*(Insert provisions for earlier final payment to the Subcontractor-Manufacturer, if applicable.)*

**§ 12.2** Before issuance of the final payment, the Subcontractor-Manufacturer, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Manufacturer's Work have been satisfied. Acceptance of final payment by the Subcontractor-Manufacturer shall constitute a waiver of claims by the Subcontractor-Manufacturer, except those previously made in writing and identified by the Subcontractor-Manufacturer as unsettled at the time of final application for payment.

#### ARTICLE 13 INSURANCE AND BONDS

**§ 13.1** The Subcontractor-Manufacturer shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor-Manufacturer, Contractor, and other additional insureds from claims that may arise out of, or result from, the Subcontractor's Manufacturer's operations and completed operations under the Subcontract.

See Rider 3, Insurance and Indemnification

Type of insurance or bond	Limit of liability or bond amount (\$0.00)(\$ 0.00)
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**§ 13.2** Coverages, whether

Coverage shall be written on an occurrence or claims-made basis, basis and shall be maintained without interruption from the date of commencement of the Subcontractor's Work-Manufacturer's work until the date of final payment and termination of any coverage payment. Coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage. Manufacturer shall include completed operations as specified in the Prime Contract. All insurance except Completed Operations must be on an occurrence basis.

**§ 13.3** Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Manufacturer's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor-Manufacturer with reasonable promptness according to the Subcontractor's Manufacturer's information and belief.

**§ 13.4** The Subcontractor-Manufacturer shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's Manufacturer's negligent acts or omissions during the Subcontractor's Manufacturer's operations; and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's Manufacturer's negligent acts or omissions during the Subcontractor's Manufacturer's completed operations.

**§ 13.5** The Contractor shall furnish to the Subcontractor-Manufacturer satisfactory evidence of insurance required of the Contractor under the Prime Contract.

**§ 13.6** The Contractor shall promptly, upon request of the Subcontractor-Manufacturer, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

**§ 13.7** Performance Bond and Payment Bond:

*(If the Subcontractor-Manufacturer is to furnish bonds, insert the specific requirements here.)*

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Bond type	Bond amount (\$0.00)(\$ 0.00)	Bond delivery date	Bond form
<u>Supply Bond</u>	<u>8,412,502</u>	<u>January 3, 2013</u>	<u>A312</u>

#### § 13.8 PROPERTY INSURANCE

§ 13.8.1 When requested in writing, the Contractor shall provide the Subcontractor Manufacturer with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor Manufacturer if the required property insurance policies are not in effect.

§ 13.8.2 If the required property insurance is not in effect for the full value of the Subcontractor's Manufacturer's Work, then the Subcontractor Manufacturer shall purchase insurance for the value of the Subcontractor's Manufacturer's Work, and the Subcontractor Manufacturer shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 13.8.3 Property insurance for the Subcontractor's Manufacturer's materials and equipment required for the Subcontractor's Manufacturer's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

#### § 13.9 WAIVERS OF SUBROGATION

The Contractor and Subcontractor Manufacturer waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, Manufacturers, sub-Manufacturers, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, Manufacturers, sub-Manufacturers, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor Manufacturer shall require of the Subcontractor's Sub-subcontractors, Manufacturer's Sub-Manufacturers, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

### ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS

§ 14.1 The Contractor shall furnish and make available at no cost to the Subcontractor Manufacturer the Contractor's temporary facilities, equipment and services, except as noted below:

Temporary Facility, Equipment or Service	Cost, if any (\$0.00)(\$ 0.00)
<u>See Rider 1, Conditions</u>	

§ 14.2 Specific working conditions:

*(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)*

### ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 15.2 Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%—NONE

§ 15.3 Retainage and any reduction thereto are as follows: 0%

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§ 15.4 The Contractor and Subcontractor-Manufacturer waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7.

**ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS**

§ 16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated in the sections below.

§ 16.1.1 This executed AIA Document A401-2007, Standard Form of Agreement Between Contractor and Subcontractor-Manufacturer.

§ 16.1.2 The Prime Contract, consisting of the Agreement between the Owner and Contractor dated as first entered above and the other Contract Documents enumerated in the Owner-Contractor Agreement.

§ 16.1.3 The following Modifications to the Prime Contract, if any, issued subsequent to the execution of the Owner-Contractor Agreement but prior to the execution of this Agreement:

See Rider 4, Contract Documents

Modification	Date
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§ 16.1.4 Additional Documents, if any, forming part of the Subcontract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents:

*(List here any additional documents that are intended to form part of the Subcontract Documents. Requests for proposal and the Subcontractor's Manufacturer's bid or proposal should be listed here only if intended to be made part of the Subcontract Documents.)*

1. Rider 1, Conditions
2. Rider 2, Project Safety Manual
3. Rider 3, Insurance and Indemnification
4. Rider 4, Contract Documents, Current Drawing Log
5. Rider 5, Scope of Work
6. Rider 6, Compliance

This Agreement entered into as of the day and year first written above.

CONTRACTOR (Signature)

PAUL COLAPENTO

(Printed name and title)

Project Executive

2/1/13

SUBCONTRACTOR-MANUFACTURER (Signature)

FERNANDO BALESTRAZZI, PRESIDENT

(Printed name and title)

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:30:39 on 01/29/2013 under Order No. 6732828170\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A401™ – 2007, Standard Form of Agreement Between Contractor and Subcontractor, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

*(Signed)*



*(Title)*

PRESIDENT

*(Dated)*

01.31.2013

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User Notes:

(861359192)

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**Monadnock Construction, Inc.**

**Subcontract Rider 1, Conditions**

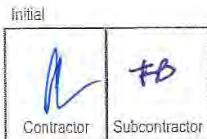
Notwithstanding anything to the contrary contained in the Subcontract, the following terms and conditions apply:

**Article 3, Services Provided by the Contractor**

- A. Monadnock shall provide temporary power, light, and water.
- B. ~~Subcontractor shall provide portable generators if required due to the lack of electrical services at the time of the work.~~
- C. ~~If there is an interruption to any site services provided by Monadnock there shall be no extensions of time, unless such interruption lasts more than one day and substantially effects the work of the Subcontractor. There shall be no extra costs paid for walk up time that may be incurred as a result of vertical transportation breakdown, if such is provided by Monadnock. The Subcontractor and its employees shall continue to work and walk to the place of the work, if necessary, during any breakdown.~~
- D. ~~Subcontractor's shanties, if any, shall be of fireproof construction and shall be placed and relocated when and where directed by Monadnock. Light and power for such shanties shall be the responsibility of this Subcontractor.~~

**Article 4.1, Execution and Progress of the Work**

- A. Manufactuer has visited the site and accepts all conditions "as-is" including but not limited to buildings, properties, streets, sidewalks, etc.
- B. Manufactuer shall maintain the construction schedule as established by Monadnock, and shall properly staff the project to keep up with job progress. Time is of the essence, and, in the event overtime or other costs are required to keep abreast of the construction schedule, it shall be performed at no additional cost to Monadnock.
- C. Manufactuer shall perform work when and as directed by Monadnock. ~~Monadnock may require Subcontractor to perform work on any area at different times and/or intervals including portions out of sequence, to temporarily omit a portion of the work and later fill in such portions when directed. Out of sequence and comeback work shall be at no additional cost to Monadnock.~~
- D. Subcontractor shall provide all proper supervision, including management, engineering, expediting and field operations. ~~Subcontractor's work shall be performed by qualified mechanics and supervised by qualified foremen.~~
- E. Manufactuer shall coordinate all deliveries to the site with Monadnock, and shall provide all necessary equipment and personnel for expeditious unloading, storage, distribution and protection. ~~Subcontractor shall provide flagmen or other personnel necessary to maintain traffic and safeguard the public.~~
- F. Manufactuer shall adequately protect all material and store as directed by the Contractor.



Subcontract Rider 1, Conditions, Page 1 of 3

- G. Subcontractor's work shall be performed by union labor, and by trades having jurisdiction. Should questions of union jurisdiction arise the Manufactuer shall immediately take measures to settle any disputes and shall employ such labor as may be determined to have jurisdiction, without additional cost. Shall Subcontractor fail to take expeditious action, the Subcontractor shall be responsible to Monadnock for any time lost and costs incurred.
- H. Subcontractor shall leave debris in one pile on each floor. Monadnock shall provide carting for debris.
- I. Subcontractor acknowledges and recognizes community labor factors, and agrees to provide harmony with same.

#### **Article 4.2, Laws, Permits, Fees and Notices**

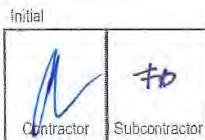
Manufactuer shall provide necessary coordination, testing, inspections by and for, and permits and signoffs from any governmental agencies, utilities, etc. with jurisdiction over its trade, including Department of Buildings filings and signoffs. Manufactuer shall cooperate fully with any testing and inspection agency retained by the Owner or Monadnock, including performing any remedial work recommended by the inspector.

#### **Article 4.3, Safety Precautions and Procedures.**

- A. Manufactuer shall cooperate with and abide by the Monadnock Subcontractor Safety Disciplinary Program and Project Safety Manual.
- B. Any safety concerns brought to the Manufactuer's attention by Monadnock shall be corrected immediately. If Manufactuer does not take corrective action within the time required by Monadnock, Monadnock may remedy the situation at Manufactuer's expense.
- C. Subcontractor shall submit copies of their Safety and Hazard Communication Programs along with all appropriate Material Safety Data Sheets to Monadnock prior to start of work. Manufactuer shall notify Contractor of any hazardous material it intends to use on the job.
- D. This is a Hard Hat job. All Manufactuer's personnel on site shall wear hard hats at all times.
- E. Subcontractor shall hold Toolbox Safety Meetings for its workers on a regular basis, and provide record of such meetings to Monadnock.
- F. Subcontractor shall provide in-line GFCI's for all power tools and equipment used by Subcontractor's personnel, and shall properly maintain all power tools and extension cords used by Subcontractor's personnel.
- G. Subcontractor shall immediately properly reinstall or repair as required any protection which it removes or causes to be removed for its work or other reasons, or bear the cost of such reinstallation or repair.
- H. Alcohol, drugs and weapons will not be allowed on the site, and shall be cause for immediate expulsion from the site by Monadnock.

#### **Article 4.4, Cleaning Up**

Subcontractor shall leave its debris in one pile on each floor. Monadnock shall provide carting for debris removal.



Subcontract Rider 1, Conditions, Page 2 of 3

#### Article 4.5, Warranty

The Manufactuer agrees to guarantee to the Owner and Monadnock all work covered by this agreement, to run for a period of one (1) year from the date of initial occupancy, and shall furnish all material, ~~labor~~, and equipment required during this period to correct defects or errors in the work, material, and equipment without charge. For all mechanical work (plumbing, heating, sprinkler, electrical, ventilation and air conditioning) this guaranty shall be for two years.

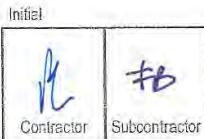
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#### Article 5, Changes in the Work

- A. Any change shall be approved by Monadnock prior to performing the work, including any authorization for time-and-materials work. Any extra work performed without prior approval will not be reimbursed.
- B. Subcontractor shall have any work tickets signed by Monadnock's Superintendent on the same day the work is performed, with a copy for Monadnock's records. This signature is limited to confirming that work was done and/or verifying time and materials expended. The actual determination that such work is a change to the Subcontract shall be established by Monadnock's Project Manager.
- C. Subcontractor shall present an invoice for any change, including T&M work, within thirty (30) days. After thirty (30) days, all claims for change will be rejected.
- D. In the event Contract Documents are revised, Manufactuer shall notify Monadnock of any proposed change to Subcontract price within 15 calendar days from receipt of said documents. If such notice is not made within this time period, then the revised documents shall become part of this Subcontract with no change in Subcontract Price.

#### Article 8, The Work of This Subcontract.

- A. Manufactuer includes all work or materials that may be reasonably inferred and needed to make its work complete or that may be required by local code or good construction practice including but not limited to any necessary equipment, hoisting, scaffold, bracing, shoring, cutting, chopping or other work.
- B. Subcontractor shall perform all layout required for the installation of its work. Base lines and benchmarks shall be provided by Monadnock.
- C. Manufactuer shall pay all applicable sales and use taxes.
- D. Cost of Master Mechanic, if required, shall be prorated among all Subcontractors on the job who contribute to the requirement of a Master Mechanic by the number of Operating Engineers each Subcontractor employs. The Master Mechanic shall be employed by the Subcontractor employing the most Operating Engineers on the job, or if an equal number of Operating Engineers are employed by more than one Subcontractor then by the last Subcontractor on the job whose operations require a Master Mechanic. Contractor shall reimburse employing Subcontractor and deduct appropriate sums from the payments to contributing Subcontractors.
- E. Cost of overtime for Teamster Foreman, Operating Engineers, Elevator Mechanics, Electricians, Plumbers, Laborers, or any other necessary standby trades caused by Manufactuer's deliveries, unloading, or work operations required to maintain the schedule shall be charged to Subcontractor. If such overtime is required by the Contractor to accelerate the schedule, the cost of the overtime shall be borne by the Contractor.



Subcontract Rider 1, Conditions, Page 3 of 3

**Monadnock Construction, Inc.**  
**PROJECT SAFETY MANUAL**

I, FEDERICO BALESTRAZZI, PRESIDENT, of GRIFFINWELL LLC,  
(Name) (Title) (Contractor)

hereby acknowledge receipt of the Monadnock Construction, Inc. Project Safety Manual, Mandatory OSHA 10 Hour Training Requirement Memo and Smoking Rules on Construction Sites which is hereby made part of the contract.

  
Signature



### Rider 3, Insurance

#### **Contractor's Controlled Insurance Program ("CCIP")**

Monadnock Construction, Inc. has implemented a Contractor Controlled Insurance Program (CCIP), which includes the following types and minimum amounts of insurance, naming as Insureds Monadnock Construction, Inc. and enrolled Contractors, Subcontractors, Sub-Subcontractors ("Contractors") of any tier. Said insurance shall apply only to the work operations of an insured at the designated jobsite. Insurance coverage provided by Monadnock Construction, Inc. under the CCIP shall not extend to the activities and products of suppliers, material vendors, haulers, truckers, and owner/operators whose employees perform no on-site work or are engaged solely in loading, unloading, stocking, testing or hauling of equipment, supplies, or materials. Such persons or entities shall be required to provide their own insurance, as specified in Section B of the Insurance Requirements.

#### **SECTION A CONTRACTOR CONTROLLED INSURANCE PROGRAM (CCIP) COVERAGE**

##### **1. On-Site Workers' Compensation and Employer's Liability:**

###### **Coverage A**

###### **Statutory Benefits**

Liability imposed by the Workers' Compensation and/or Occupation disease statute of the State of New York and any other governmental authority having jurisdiction or if related to the work performed on the project.

###### **Coverage B**

###### **Employer's Liability**

Limits of \$1,000,000 bodily injury per accident/employee; \$1,000,000 bodily injury per disease/employee; \$1,000,000 policy by disease

###### **Extensions of Coverage**

###### **Other States Endorsement**

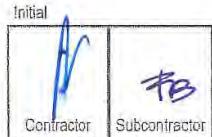
###### **Voluntary Compensation**

Thirty (30) day written notice of cancellation, non-renewal or material change

Borrowed Servant Coverage – as necessary

Alternate Employers Endorsement – as necessary

Amendment Notice of Occurrence



2. On-Site Commercial General Liability Insurance:

Occurrence Form including:

Coverage A - Bodily Injury and Property Damage  
Coverage B - Personal and Advertising Injury  
Coverage C - Medical Payments

Limits of Liability (Aggregates Reinstated Annually)

General Aggregate (Other than Products/Completed Operations)	\$4,000,000
Products/Completed Operations	\$4,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Legal Liability	\$ 5,000
Medical Payments	\$ 100,000

This insurance provides independent contractors coverage, contractual liability (including deletion of personal injury and railroad exclusions), premises/operations, products/completed operations, blanket explosion, collapse and underground coverage, severability of interests provision and a waiver of subrogation. This policy also provides Extended Products/Completed Operations – Ten (10) years after final acceptance by the owner or ten (10) years after the entire project is placed into operations. Notice and Knowledge of Occurrence is also included.

3. Excess Liability Insurance

In addition, limits of \$50,000,000 each occurrence and \$50,000,000 Annual Aggregate will be provided. This insurance will contain ten (10) years Extended Products/Completed Operations Coverage.

Each enrolled Contractor will receive a Certificate of Insurance evidencing coverage provided under this program.

4. Builders Risk

Builder's Risk Insurance is not provided under the CCIP.

5. Policy Period

The policy period is effective on your start date and will expire on the annual expiration date of the CCIP policy. If you work has not been completed, a renewal policy/certificate of insurance will be issued and forward.



6. Coverage Expiration

Except for Completed Operations, it is intended the insurance furnished by the Monadnock Construction, Inc. CCIP will discontinue for each subcontractor upon certified completion and final acceptance of their work.

The CCIP may also be discontinued in the event the project is substantially delayed for an extended period of time or the project is terminated for any cause.

7. Availability of Coverage

Subject to market availability all insurance specified herein shall be maintained continuously under the project final completion as certified by the Architect and until accepted and approved by Monadnock Construction, Inc. All insurance shall provide for the Owner to take occupancy of the work or any party thereof during the term of said insurance. If coverage is diminished or cannot be renewed due to market constraints and limitations, or if there is any material change in any policy or condition all insured contractors will be notified within in the thirty day cancellation or non-renewal period provided in the policies.

In the event any contractor must subsequently provide their own coverage, either due to market constraints after the CCIP coverage was officially discontinued, reimbursement for such coverages will be subject to the commercial terms and conditions as set for in this contract or any amendment thereto.

8. Insurance Policies and Certificates

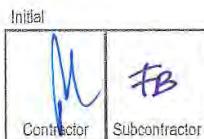
Aon, the insurance broker and CCIP Administrator, will issue Certificates of Insurance evidencing Workers Compensation, Commercial General Liability and Excess Liability to each enrolled contractor. Copies of liability policies will be made available to enrolled contractors upon written request to Aon.

9. Governing Conditions

In the event of conflict between Insurance Policies Terms and Conditions and this Addendum concerning Coverage Conditions, the insurance policies will govern.

10. Waiver of Subrogation

Monadnock Construction, Inc., and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance required under this article or any other insurance actually carried by the Owner or Contractor respectively. The Contractor shall require similar waivers by lower-tier subcontractors in accordance with this agreement. All insurance policies required hereunder shall permit and recognize such waivers of subrogation.



**Section B**  
**Contractor Furnished Insurance**  
**Excluded Parties Insurance**

Coverages provided under the CCIP apply only to on-site work. It is necessary for the Contractors and their sub-contractors to maintain the following insurance coverages for off-site operations. Excluded parties and their sub-contractors must maintain the following insurance coverages for off-site and on-site operations:

1. Workers Compensation and Employers Liability:

Coverage A

Statutory Benefits

Liability imposed by the Workers' Compensation and/or Occupation Disease state and statutes and any other governmental authority having jurisdiction or if related to the work performed on the project.

Coverage B

Employer's Liability

Limits of \$1,000,000 bodily injury per accident/employee; \$1,000,000 bodily injury per disease/employee; \$1,000,000 per disease

2. Commercial General Liability and Excess Insurance

Occurrence Form including:

Coverage A - Bodily Injury and Property Damage

Coverage B - Personal and Advertising Injury

Coverage C - Medical Payments

Limits of Liability (Aggregates Reinstated Annually)

General Aggregate (Other than Products/Completed Operations)	\$4,000,000	2,000,000	FB
Products/Completed Operations	\$2,000,000		FB
Personal & Advertising Injury	\$1,000,000		FB
Each Occurrence Limit	\$2,000,000	\$1,000,000	FB

This insurance shall also contain the following endorsements:

- General Aggregate applies "per project"
- Additional Insureds on a primary and non-contributory basis
- Additional Insureds: See Exhibit A
- Waiver of Subrogation



Limits of Liability (Umbrella Insurance)

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

3. Business Automobile Liability

Providing coverage for bodily injury and property damage with respect to all vehicles used in the performance of the services, whether owned, non-owned, leased, hired, or assigned.

Limits of Liability: \$1,000,000 per Occurrence

The following shall be included under the policy:

- Additional Insureds as required by the contract
- Thirty (30) days written notice of cancellation, non-renewal or material change to Monadnock Construction, Inc. and Aon

4. State Disability Benefits – Statutory as required by State

5. Contractor Construction Equipment Insurance

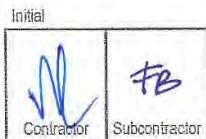
Any policies maintained by the Contractor on their owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Owner, Monadnock Construction, Inc. and all other indemnities named in the contract. This policy should be on an All Risk basis including the perils of flood, earthquake and collapse. Coverage should be on a replacement cost basis subject to an Agreed Amount Endorsement.

6. Professional Liability Insurance (Errors and Omissions)

In the event this agreement requires your firm to provide professional services, such as but not limited to, architectural, engineering, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than \$5,000,000. Any material change in limits, coverages or loss of aggregate limit due to outstanding claims must be reported to Monadnock Construction Inc within 30 days of such event.

7. Aviation Insurance

In the event any fixed or rotary aircraft are used in connection with this Agreement and/or in the execution of the work, a minimum of \$10,000,000 aviation liability insurance must be maintained with the following requirements: The Owner and Monadnock Construction, Inc. must be named as an additional insured and a waiver of hull damages must be provided in favor of the Owner and Monadnock Construction, Inc.



Also, if any aircraft is to be used to perform lifts at the project site, a “slung cargo” endorsement must be included to cover the full replacement value of any equipment or material being lifted. All such lifts by me coordinated with Monadnock Construction, Inc, for approval prior to lift execution.

8. Environmental and Asbestos Abatement Coverages

If this agreement involves the removal of asbestos, the removal/replacement of underground tanks or use of toxic chemicals and substances, the contractor will be required to provide adequate coverages, not less than \$5,000,000 per claim basis, for such exposures subject requirements and approval of Monadnock Construction, Inc.

9. Watercraft Liability

In the event any operations of the Contractor involve work on or adjacent to any body of water, Watercraft Liability in limits of not less than \$1,000,000 should be provided covering the operations from or incidental to any owned, non-owned or hired watercraft.

10. Contractors Excluded from CCIP/Termination/Suspension

In the event Contractor participation in the CCIP is excluded, terminated, suspended, or the entire program is canceled, Contractor must provide, at their own cost, the insurance coverages outlined in Section B for on-site coverage.

Excluded Contractors must name Monadnock Construction, Inc., The Owner and other required entities as additional insured and produce Certificates of Insurance as evidence of such.

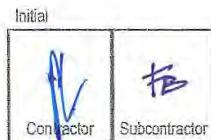
11. Contractors Responsibility

The aforementioned coverages in Section B as well as any other coverage that Contractor, may consider necessary are the Contractor's sole responsibility and any deficiency in coverage or policy limits of the Contractor, will be the sole responsibility of the Contractor.

12. Other Provisions

A. The insurance provisions set out above in any way affect the liability of the Contractor's as may be stated elsewhere in the Contract.

B. All deductibles and self-insured retention amounts contained within the Contractor's coverages must be acceptable to Monadnock Construction, Inc. Any and all such deductibles in the described Insurance Policies shall be assumed by, for the account of and at the Contractor's sole risk as the case may be.



C. Except as otherwise provided, it is expressly agreed and understood that the cost of premiums for insurance maintained by the Contractor shall be at their own expense and shall not be reimbursed by Monadnock Construction, Inc.

D. It is hereby understood that any insurance provided by Contractor shall be primary insurance and shall not be considered contributory insurance with any insurance policies of Monadnock Construction, Inc., Owner and any other Additional Insureds.

E. By so specifying Monadnock Construction, Inc. and/or Owner may require additional types of insurance.

F. Contractor shall not commence work under this contract until it has obtained all of the Insurance referred to herein and such insurance has been approved by Monadnock Construction, Inc. Nor shall the Contractor allow any subcontractor to commence work on this contract until the insurance required herein has been so obtained and approved.

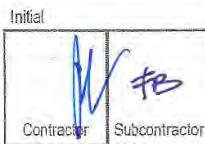
G. Contractor further agrees to deliver to Monadnock Construction, Inc. before commencing any work hereunder a certificate of insurance, in a form satisfactory to Monadnock Construction, Inc., showing the name of the Insurance company, the date of expiration of the policies, the various endorsements and coverages required herein, the additional insureds required herein, and the limits of liability thereunder, and which endorsement shall recite that thirty (30) days prior written notice will be sent by registered or certified mail, return receipt requested or by a nationally recognized overnight courier service to Monadnock Construction, Inc., the Owner and other additional insureds should such policies be canceled, changed during their term or non-renewed or prior to imposition of any material change in any policy term, condition or premium.

13. Conditions of Understanding

The amount and types of insurance coverages required herein should not be construed to be a limitation of the liability on the part of the Contractor. Any type of insurance or any increase of Limits of Liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

The Contractor shall file certificates of such insurance with Monadnock Construction, Inc. and Aon, prior to commencing work, which shall be subject to Monadnock Construction, Inc.'s approval for adequacy of protection, including the satisfactory character of any Insurer. If requested by Monadnock Construction, Inc., a certified copy of the actual policy(ies) with appropriate endorsement(s) and other documents shall be provided. In addition, the Contractor shall file renewals of such certificates no later than 10 days prior to the expiration of any such policy while work continues on the project.

In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Monadnock Construction, Inc. shall have the right



to take out and maintain same coverages for all parties on behalf of the Contractor at the cost of the Contractor who also agrees to furnish all necessary information thereof as well as pay the cost thereof to Monadnock Construction, Inc. immediately upon presentation of premium invoice.

14. Subcontractors you retain

Should a Contractor engage a subcontractor for work at this site, the same conditions will apply under this agreement to each lower-tier subcontractor. Copies of certificates of insurance for lower-tier subcontractors must be filed with Monadnock Construction, Inc. prior to that subcontractor entering the site. Failure to provide evidence of such insurance can result in the subcontractor being removed for the site until proper coverage is verified. Any cost resulting delay will be to the account of the subcontractor.

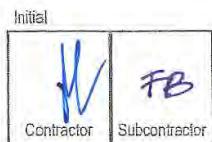
15. Waiver of Subrogation

Monadnock Construction, Inc. and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance required under this article or any other insurance actually carried by the Owner, Contractor or subcontractors, respectively. The Contractor shall require similar waivers by lower-tier subcontractors in accordance with this agreement. All insurance policies required hereunder shall permit and recognize such waiver of subrogation.

**Section C**  
**Contractors CCIP Obligations**

The Contractor is required to cooperate with Monadnock Construction, Inc. and Aon with regard to administration and operation of the CCIP. The Contractor's responsibilities shall include but not be limited to:

- a. Provision of necessary contract, operations and insurance information
- b. Inclusion of these CCIP provisions in all subcontracts.
- c. Notification to Monadnock Construction, Inc. and Aon of all lower-tier subcontracts awarded
- d. Maintenance of monthly payroll records and other records as necessary for premium computation.
- e. Providing such payroll reports to the administrator (Refer to the Field Procedures Manual herewith attached to and made part of the contract.)
- f. Compliance with applicable loss control (safety) and claims reporting procedures
- g. Maintenance of the OSHA 300 log and copy of the same to be provided upon request.
- h. To the fullest extent permitted by law, the Subcontractor and their subcontractors shall and will indemnify and hold harmless the Contractor, the Owner and other additional insured from and against any and all claims damages loss, cost, expense and liability by reason of injury to or death of persons, including but not limited to the Subcontractor's own employees, and damage to or destruction of property whatsoever,



caused by any act, occurrence, omission, or neglect of the Subcontractor, its officers, agents, servants, employees, vendors, subcontractors, upon, or about the jobsite at the Subcontractor's invitation or with its express or implied consent. The indemnity includes, but is not limited to any such act, occurrence omission or neglect, whether or not the Subcontractor's liability is based on active or passive negligence; and whether or not such act, occurrence, omission, or neglect is otherwise or similarly of an indirect or remote nature. Subcontractor's liability hereunder shall not be limited by the amount of insurance referred to herein.

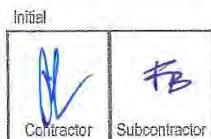
Any and all subcontractors employed on the project by the Contractor are subject to all the terms and requirements contained herein.



Exhibit A

**Schedule of Additional Insured**

Monadnock Construction, Inc.  
Bank of America, N.A.  
Citibank, N.A.  
City of New York and New York City Department of Housing Preservation and Development  
Federal Highway Administration  
Galvin Bros. Inc. /Madhue Contracting, Inc. a joint venture  
HPS 50<sup>th</sup> Avenue Associates LLC  
HPS 50<sup>th</sup> Avenue Associates LLC – Parcel A  
HPS 50<sup>th</sup> Avenue LIHTC Associates LLC  
HPS 50<sup>th</sup> Avenue LIHTC Manager LLC  
HPS 50<sup>th</sup> Avenue Owner LLC  
HPS Associates B Share Investor LLC  
HPS Associates, LLC  
HPS Borden Avenue Associates LLC  
HPS Borden Avenue LIHTC Associates LLC  
HPS Borden Avenue LIHTC Manager LLC  
HPS Borden Avenue Owner LLC  
HPS Dev Fee Co LLC  
Hunters Point South Borden Housing Development Fund Corporation  
Hunters Point South Housing Development Fund Corporation  
LiRo Engineers, Inc.  
Monadnock HPS Associates LLC  
New York City Department of Parks and Recreation  
New York City Department of Transportation  
New York City Economic Development Corporation  
New York City School Construction Authority  
New York City Transit Authority, Manhattan & Bronx Surface Metropolitan Transit Authority  
Transit Operating Authority, Staten Island Rapid Transit Operating Authority MTA Capital Construction Co., and  
Metropolitan Transit Authority  
New York State Department of Transportation  
Ove Arup & Partners, Inc.  
Phipps HPS Associates LLC  
Phipps HPS LIHTC Associates, Inc.  
Related HPS Associates LLC  
Related Management Holdco LLC  
The State of New York  
U.S. Bank, N.A. as Trustee  
Wells Fargo Affordable Housing Community Development Corporation and its successors and assigns, ATIMA  
Wells Fargo Bank, NA, as Administrative Agent for lenders and assigns



### Rider 3

**Monadnock Construction, Inc.**  
**Hunters Point South**  
**CONTRACTOR CONTROLLED INSURANCE PROGRAM**  
**PROCEDURE MANUAL**

I, FEDERICO BARTINAZZI, PTTG'DNT, of GRAFWR,  
(Name) (Title) (Contractor)

hereby acknowledge receipt of the Monadnock Construction, Inc. Contractor Controlled Insurance Program Procedure Manual which is hereby made part of the attached contract.

  
Signature and Title



## Hunters Point - Parcel A Drawings List

PARCEL A - ARCHITECTURAL DRAWINGS	
Description	Date
000 - Cover Sheet Volume-1 - Arch.	9/10/2012
000 - Drawing List - Volume I - Arch.	9/10/2012
002 Cover Sheet - VOLUME II - MEP	9/10/2012
002 - Drawing List - Volume II - MEP	9/10/2012
A-001-00 - PARTITION TYPES-1.pdf	9/10/2012
A-002-00 - PARTITION TYPES-2.pdf	9/10/2012
A-003-00 - PARTITION TYPES-3.pdf	9/10/2012
A-010-00 - MISC- DETAILS-1.pdf	9/10/2012
A-011-00 - MISC- DETAILS-2.pdf	9/10/2012
A-012-00 - MISC- DETAILS-3.pdf	9/10/2012
A-013-00 - MISC- DETAILS-4.pdf	9/10/2012
A-014-00 - MISC- DETAILS-5.pdf	9/10/2012
A-015-00 - TYPICAL CLOSETS DETAILS & MOUNTING HEIGHTS.pdf	9/10/2012
A-020-00 - TYPICAL ROOF DETAILS.pdf	9/10/2012
A-021-00 - TYPICAL ROOF DETAILS-2.pdf	9/10/2012
A-030-00 - DOOR SCHEDULE & DOOR TYPES.pdf	9/10/2012
A-031-00 - DOOR JAMB & HEAD DETAILS.pdf	9/10/2012
A-032-00 - DOOR JAMB & HEAD DETAILS 1.pdf	9/10/2012
A-033-00 - DOOR THRESHOLD - SADDLE DETAILS.pdf	9/10/2012
A-034 - INTERIOR WINDOW SCHEDULE.pdf	9/10/2012
A-035 - PANELIZATION DIAGRAM - ELEVATION NORTH.pdf	9/10/2012
A-036 - PANELIZATION DIAGRAM - ELEVATION EAST.pdf	9/10/2012
A-037 - PANELIZATION DIAGRAM - ELEVATION SOUTH AND COURTYARDS.pdf	9/10/2012
A-038 - PANELIZATION DIAGRAM - ELEVATION WEST.pdf	9/10/2012
A-040 - WINDOW SCHEDULE.pdf	9/10/2012
A-041 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-042 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-043 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-044 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-045 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-046 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-047 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-048 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-049 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-050 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-051 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-052 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-053 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-054 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-060-Amenities&Lobby&BOH Appliances Schedule.pdf	9/10/2012
A-061-Amenities&Lobby&BOH Finishes Schedule (1).pdf	9/10/2012
A-061.1-Amenities&Lobby&BOH Finishes Schedule (2).pdf	9/10/2012
A-061.2-Amenities&Lobby&BOH Finishes Schedule (3).pdf	9/10/2012
A-062-Amenities&Lobby&BOH FFE Schedule (1).pdf	9/10/2012
A-062.1-Amenities&Lobby&BOH FFE Schedule (2).pdf	9/10/2012
A-062.2-Amenities&Lobby&BOH FFE Schedule (3).pdf	9/10/2012
A-063-Amenities&Lobby&BOH General Hardware Schedule.pdf	9/10/2012
A-064-Amenities&Lobby&BOH Plumbing Hardware Schedule.pdf	9/10/2012
A-065-Apartments Appliances Schedule.pdf	9/10/2012
A-066-Apartments Finishes Schedule.pdf	9/10/2012
A-067-Apartments General Hardware Schedule.pdf	9/10/2012
A-068-Apartments Plumbing Hardware Schedule.pdf	9/10/2012
A-069-Back of House Finishes Schedule.pdf	9/10/2012
A-071-Amenities&Lobby Lighting Schedule.pdf	9/10/2012
A-071.1-Exterior&BOH Lighting Schedule.pdf	9/10/2012
A-072-Apartments Lighting Schedule.pdf	9/10/2012
A-073 - KITCHEN & BATHROOM TYPE SCHEDULE.pdf	9/10/2012
A-100 - SITE SURVEY.pdf	9/10/2012

Initial





### Hunters Point - Parcel A Drawings List

PARCEL A - ARCHITECTURAL DRAWINGS		
	Description	Date
A-101 - SITE PLAN.pdf		9/10/2012
A-102 - PROJECT WORKING POINT- COORDINATES.pdf		9/10/2012
A-105 - 1ST FLOOR PLAN.pdf		9/10/2012
A-106 - 2ND - 4TH FLOOR RESIDENTIAL & 2ND FLOOR PARKING PLAN.pdf		9/10/2012
A-107 - 3RD FLOOR PARKING PLAN.pdf		9/10/2012
A-108 - 4TH FLOOR PARKING PLAN.pdf		9/10/2012
A-109 - 5TH FLOOR PLAN.pdf		9/10/2012
A-110 - 6TH FLOOR PLAN.pdf		9/10/2012
A-111 - 7TH FLOOR PLAN.pdf		9/10/2012
A-112 - 8TH-11TH FLOOR PLAN.pdf		9/10/2012
A-113 - 12TH FLOOR PLAN.pdf		9/10/2012
A-114 - 13C - 14M FLOOR PLAN.pdf		9/10/2012
A-115 - 14C - 15M FLOOR PLAN.pdf		9/10/2012
A-116 - 15C-33C - 16M-34M FLOOR PLAN.pdf		9/10/2012
A-117 - 34C-37C - 35M-38M FLOOR PLAN.pdf		9/10/2012
A-118 - MAIN ROOF, ELEVATOR MACHINE ROOM & BULKHEAD PLANS.pdf		9/10/2012
A-119 - ROOF PLAN.pdf		9/10/2012
A-120 - 1ST FLOOR PERIMETER PLAN.pdf		9/10/2012
A-121 - 2ND-4TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-122 - 5TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-123 - 6TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-124 - 7TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-125 - 8TH-12TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-126 - 13TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-127 - 14TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-128 - 15TH-33RD FLOOR PERIMETER PLAN.pdf		9/10/2012
A-129 - 34TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-130 - 35TH-37TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-140 - 1ST FLOOR PARTIAL PLAN A.pdf		9/10/2012
A-141 - 1ST FLOOR PARTIAL PLAN B.pdf		9/10/2012
A-142 - 1ST FLOOR PARTIAL PLAN C.pdf		9/10/2012
A-143 - 1ST FLOOR PARTIAL PLAN D.pdf		9/10/2012
A-144 - 2ND-4TH FLOOR PARTIAL PLAN A.pdf		9/10/2012
A-145 - 2ND-4TH FLOOR PARTIAL PLAN B.pdf		9/10/2012
A-146 - 2ND-4TH FLOOR PARTIAL PLAN C.pdf		9/10/2012
A-147 - 2ND-4TH FLOOR PARTIAL PLAN D.pdf		9/10/2012
A-148 - 5TH FLOOR PARTIAL PLAN A.pdf		9/10/2012
A-149 - 5TH FLOOR PARTIAL PLAN B.pdf		9/10/2012
A-150 - 5TH FLOOR PARTIAL PLAN C.pdf		9/10/2012
A-151 - 5TH FLOOR PARTIAL PLAN D.pdf		9/10/2012
A-152 - 6TH FLOOR PARTIAL PLAN A.pdf		9/10/2012
A-153 - 6TH FLOOR PARTIAL PLAN B.pdf		9/10/2012
A-154 - 6TH FLOOR PARTIAL PLAN C.pdf		9/10/2012
A-155 - 6TH FLOOR PARTIAL PLAN D.pdf		9/10/2012
A-156 - 7TH FLOOR PARTIAL PLAN A.pdf		9/10/2012
A-157 - 7TH FLOOR PARTIAL PLAN B.pdf		9/10/2012
A-158 - 7TH FLOOR PARTIAL PLAN C.pdf		9/10/2012
A-159 - 7TH FLOOR PARTIAL PLAN D.pdf		9/10/2012
A-160 - 8TH-12TH FLOOR PARTIAL PLAN A.pdf		9/10/2012
A-161 - 8TH-11TH FLOOR PARTIAL PLAN B.pdf		9/10/2012
A-162 - 8TH-12TH FLOOR PARTIAL PLAN C.pdf		9/10/2012
A-163 - 8TH-12TH FLOOR PARTIAL PLAN D.pdf		9/10/2012
A-164 - 13C - 14M FLOOR PARTIAL PLAN A.pdf		9/10/2012
A-165 - 13C - 14M FLOOR PARTIAL PLAN B.pdf		9/10/2012
A-166 - 13C - 14M FLOOR PARTIAL PLAN C.pdf		9/10/2012
A-167 - 13C - 14M FLOOR PARTIAL PLAN D.pdf		9/10/2012
A-168 - 14C - 15M FLOOR ENLARGED PLAN.pdf		9/10/2012
A-169 - 15C-33C - 16M-34M FLOORS ENLARGED PLANS.pdf		9/10/2012

Initial	
	Subcontractor
	Contractor
	Initial
	Subcontractor
Contractor	

Parcel A Excavation/Foundations Piles Drawings List Page 2 of 9



### Hunters Point - Parcel A Drawings List

PARCEL A - ARCHITECTURAL DRAWINGS	
Description	Date
A-170 - 34C-37C - 35M-38M FLOORS ENLARGED PLANS.pdf	9/10/2012
A-171 - 12TH FLOOR LAUNDRY- AMENITIES ENLARGED PLAN.pdf	9/10/2012
A-172 - 38C - 39M ROOF ENLARGED PLAN.pdf	9/10/2012
A-173 - 3RD FLOOR PARKING ENLARGED PLAN.pdf	9/10/2012
A-174 - 4TH FLOOR PARKING ENLARGED PLAN.pdf	9/10/2012
A-180 - SLAB EDGE - 1ST FLOOR.pdf	9/10/2012
A-181 - SLAB EDGE - 2ND FLOOR.pdf	9/10/2012
A-182 - SLAB EDGE - 3RD FLOOR.pdf	9/10/2012
A-183 - SLAB EDGE - 4TH FLOOR.pdf	9/10/2012
A-184 - SLAB EDGE - 5TH FLOOR.pdf	9/10/2012
A-185 - SLAB EDGE - 6TH FLOOR.pdf	9/10/2012
A-186 - SLAB EDGE - 7TH FLOOR.pdf	9/10/2012
A-187 - SLAB EDGE - 8TH TO 12TH FLOOR.pdf	9/10/2012
A-188 - SLAB EDGE - 13C - 14M FLOOR.pdf	9/10/2012
A-189 - SLAB EDGE - 14C - 15M & 15C- 33C - 16N-34M FLOOR.pdf	9/10/2012
A-190 - SLAB EDGE - 34C - 35M & 35C - 36M FLOOR.pdf	9/10/2012
A-191 - SLAB EDGE MAIN ROOF & BULKHEAD.pdf	9/10/2012
A-201 - BUILDING ELEVATIONS NORTH-SOUTH.pdf	9/10/2012
A-202 - BUILDING ELEVATIONS EAST-WEST AND COURTYARDS.pdf	9/10/2012
A-205 - ENVELOPE FINISHES.pdf	9/10/2012
A-206 - ENVELOPE FINISHES.pdf	9/10/2012
A-210 - FACADE TYPE BLOCK 1 TYPICAL ELEVATION (BASE - TREES).pdf	9/10/2012
A-211 - FACADE TYPE BLOCK 2 TYPICAL ELEVATION (BASE - FINS+FRIT).pdf	9/10/2012
A-212 - FACADE TYPE BLOCK 3 TYPICAL ELEVATION (BASE - FRIT ONLY).pdf	9/10/2012
A-213 - FACADE TYPE BLOCK 4 TYPICAL ELEVATION (TOWER).pdf	9/10/2012
A-214 - FACADE TYPE BLOCK 5 TYPICAL ELEVATION (TOWER TOP + FINS).pdf	9/10/2012
A-215 - RETAIL LEVEL NORTH PLAN - ELEVATION.pdf	9/10/2012
A-216 - RETAIL LEVEL WEST PLAN - ELEVATION.pdf	9/10/2012
A-217 - RETAIL LEVEL SOUTH PLAN - ELEVATION.pdf	9/10/2012
A-218 - RETAIL LEVEL EAST PLAN - ELEVATION.pdf	9/10/2012
A-220 - BULKHEAD ELEVATIONS.pdf	9/10/2012
A-301 - BUILDING SECTION 1.pdf	9/10/2012
A-302 - BUILDING SECTION 2.pdf	9/10/2012
A-303 - BUILDING SECTION 3.pdf	9/10/2012
A-304 - PARKING SECTIONS.pdf	9/10/2012
A-330 - EXTERIOR WALL SECTION @ WEST.pdf	9/10/2012
A-331 - EXTERIOR WALL SECTION @ NORTH.pdf	9/10/2012
A-332 - EXTERIOR WALL SECTION @ NORTH.pdf	9/10/2012
A-333 - EXTERIOR WALL SECTION @ EAST.pdf	9/10/2012
A-334 - EXTERIOR WALL SECTION @ EAST.pdf	9/10/2012
A-335 - EXTERIOR WALL SECTION @ SOUTH.pdf	9/10/2012
A-336 - EXTERIOR WALL SECTION @ SOUTH.pdf	9/10/2012
A-346 - EXTERIOR PLAN AND SECTION DETAILS.pdf	9/10/2012
A-350 - BULKHEAD ENLARGED SECTIONS.pdf	9/10/2012
A-420 - STAIR PLANS - SCISSOR STAIRS A & B.pdf	9/10/2012
A-421 - STAIR SECTIONS - SCISSOR STAIR -A & B-.pdf	9/10/2012
A-423 - STAIR PLANS - STAIR C & D.pdf	9/10/2012
A-424 - STAIR SECTIONS - STAIR C & D-.pdf	9/10/2012
A-425 - STAIR PLANS - STAIR E & F.pdf	9/10/2012
A-426 - STAIR SECTION - STAIR -E & F-.pdf	9/10/2012
A-427 - STAIR DETAILS.pdf	9/10/2012
A-430 - ELEVATOR PLANS, SECTIONS @ ELEVATOR RAIL DATA.pdf	9/10/2012
A-431 - ELEVATOR PLANS, SECTIONS AND DETAILS @ ELEVATOR.pdf	9/10/2012
A-435.00 - EXTERIOR WALL TYPICAL SECTION DETAILS @WEST.pdf	9/10/2012
A-436.00 - EXTERIOR WALL TYPICAL SECTION DETAILS @WEST.pdf	9/10/2012
A-437.00 - EXTERIOR WALL TYPICAL SECTION DETAILS @NORTH.pdf	9/10/2012
A-438.00 - EXTERIOR WALL TYPICAL SECTION DETAILS @NORTH.pdf	9/10/2012
A-439.00 - EXTERIOR WALL TYPICAL SECTION DETAILS @EAST.pdf	9/10/2012

Initial  
  
 Subcontractor

Contractor  
 Subcontractor



## Hunters Point - Parcel A Drawings List

PARCEL A - ARCHITECTURAL DRAWINGS	
Description	Date
A-440.00 - EXTERIOR WALL TYPICAL SECTION DETAILS @SOUTH.pdf	6/18/2012
A-441.00 - EXTERIOR WALL TYPICAL SECTION DETAILS @ BULKHEAD.pdf	9/10/2012
A-445.00 - STOREFRONT PLAN DETAILS AT NORTH WALL.pdf	9/10/2012
A-446.00 - STOREFRONT PLAN DETAILS AT NORTH WALL.pdf	9/10/2012
A-447.00 - STOREFRONT PLAN DETAILS AT EAST AND SOUTH WALLS.pdf	9/10/2012
A-448.00 - STOREFRONT PLAN DETAILS AT SOUTH WALL.pdf	9/10/2012
A-449.00 - STOREFRONT PLAN DETAILS AT WEST WALL.pdf	9/10/2012
A-450 - ENLARGED PLAN, ELEVATION @ LOBBY ENTRY.pdf	9/10/2012
A-451 - TYPICAL WALL SECTION DETAILS @ LOBBY ENTRY.pdf	9/10/2012
A-452 - TYPICAL WALL SECTION DETAILS @ STOREFRONT.pdf	9/10/2012
A-453 - TYPICAL WALL SECTION DETAILS @ STOREFRONT.pdf	9/10/2012
A-454 - TYPICAL WALL SECTION DETAILS @ PARKING GARAGE.pdf	9/10/2012
A-455 - TYPICAL WALL SECTION DETAILS @ BULKHEAD.pdf	9/10/2012
A-460.00 - CANOPY DETAILS.pdf	9/10/2012
A-461.00 - CANOPY DETAILS.pdf	9/10/2012
A-462.00 - MISCELLANEOUS DETAILS.pdf	9/10/2012
A-510 - FAÇADE BLOCK 1 WALL SECTIONS.pdf	9/10/2012
A-511 - FAÇADE BLOCK 2 WALL SECTIONS.pdf	9/10/2012
A-512 - FAÇADE BLOCK 3 AND 4 WALL SECTIONS.pdf	9/10/2012
A-513 - FAÇADE BLOCK 5 WALL SECTIONS.pdf	9/10/2012
A-514 - FAÇADE DETAILS BLOCK 1, 2, AND 5 - TREES AND FINS.pdf	9/10/2012
A-515 - FAÇADE DETAILS BLOCK 3 AND 4.pdf	9/10/2012
A-516 - EXTERIOR WALL TYPICAL PLAN DETAILS 01.pdf	9/10/2012
A-523.00 - EXTERIOR WALL TYPICAL PLAN DETAILS - 3 Layout1 (1).pdf	6/18/2012
A-524 - EXTERIOR WALL TYPICAL PLAN DETAILS 03.pdf	9/10/2012
A-525 - TYPICAL CORNER DETAILS.pdf	9/10/2012
A-526 - EXTERIOR WALL PARAPET.pdf	9/10/2012
A-527 - ATYPICAL FAÇADE DETAILS.pdf	9/10/2012
A-530.01 - TYPICAL TERRACE DIVIDERS A530.pdf	6/18/2012
A-531 EXTERIOR WALL TYPICAL SECTION DETAIL.pdf	9/10/2012
A-580 - TYPICAL ROOF DETAILS.pdf	9/10/2012
A-581 - TYPICAL DETAILS @ BULKHEAD.pdf	9/10/2012
A-582 - TYPICAL DETAILS @ BULKHEAD.pdf	9/10/2012
A-601 - 1ST FLOOR R-C-P-.pdf	9/10/2012
A-602 - 2ND-3RD FLOOR R-C-P-.pdf	9/10/2012
A-603 - 4TH FLOOR (TRANSFER) R-C-P-.pdf	9/10/2012
A-604 - 5TH FLOOR R-C-P-.pdf	9/10/2012
A-605 - 6TH FLOOR (TRANSFER) R-C-P-.pdf	9/10/2012
A-606 - 7TH-11TH FLOOR R-C-P-.pdf	9/10/2012
A-607 - 12TH FLOOR (TRANSFER) R-C-P-.pdf	9/10/2012
A-608 - 13C - 14M FLOOR R-C-P-.pdf	9/10/2012
A-609 - 14C - 15M FLOOR R-C-P-.pdf	9/10/2012
A-610 - 15C - 16M FLOOR R-C-P-.pdf	9/10/2012
A-611 - 33C - 34M FLOOR (TRANSFER) R-C-P-.pdf	9/10/2012
A-612 - 34C-36C - 35M-37M FLOOR R-C-P-.pdf	9/10/2012
A-613 - 37C - 38M FLOOR (TRANSFER) R-C-P-.pdf	9/10/2012
A-614 - MAIN ROOF, ELEVATOR MACHINE ROOM & BULKHEAD R-C-P-.pdf	9/10/2012
A-700.00 - KITCHEN PLANS & ELEVATIONS K1-A.pdf	9/10/2012
A-701.00 - KITCHEN PLANS & ELEVATIONS K1-B.pdf	9/10/2012
A-702.00 - KITCHEN PLANS & ELEVATIONS K1-C.pdf	9/10/2012
A-703.00 - KITCHEN PLANS & ELEVATIONS K1-D.pdf	9/10/2012
A-704 - KITCHEN PLANS & ELEVATIONS K1-E.pdf	9/10/2012
A-705.00 - KITCHEN PLANS & ELEVATIONS K1-F.pdf	9/10/2012
A-706 - KITCHEN PLANS & ELEVATIONS K1-E1.pdf	9/10/2012
A-707 - KITCHEN PLANS & ELEVATIONS K1-F1.pdf	9/10/2012
A-709.00 - KITCHEN PLAN & ELEVATIONS K1-H.pdf	9/10/2012
A-710.00 - KITCHEN PLAN & ELEVATIONS K1-K.pdf	9/10/2012
A-711 - KITCHEN PLANS & ELEVATIONS K2-A.pdf	9/10/2012

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FB		Initial
Subcontractor	Contractor	Subcontractor

Parcel A Excavation/Foundations Piles Drawings List Page 4 of 9



### Hunters Point - Parcel A Drawings List

PARCEL A - ARCHITECTURAL DRAWINGS		
Description	Date	
A-712-00 - KITCHEN PLAN & ELEVATIONS K2-B.pdf	9/10/2012	
A-713-00 - KITCHEN PLAN & ELEVATIONS K2-C.pdf	9/10/2012	
A-715 - KITCHEN PLANS & ELEVATIONS K3-A.pdf	9/10/2012	
A-716 - KITCHEN PLANS & ELEVATIONS K4-A.pdf	9/10/2012	
A-717 - KITCHEN PLANS & ELEVATIONS K4-B.pdf	9/10/2012	
A-718-00 - KITCHEN PLAN & ELEVATIONS K4-C.pdf	9/10/2012	
A-719-00 - KITCHEN PLAN & ELEVATIONS K4-D.pdf	9/10/2012	
A-721-00 - KITCHEN PLAN & ELEVATIONS K1-L.pdf	9/10/2012	
A-724-00 - TYPICAL KITCHEN DETAILS - PLANS.pdf	9/10/2012	
A-725-00 - TYPICAL KITCHEN DETAILS - ELEVATIONS.pdf	9/10/2012	
A-726-00 - TYPICAL KITCHEN DETAILS - SECTIONS.pdf	9/10/2012	
A-730 - BATHROOM PLAN & ELEVATIONS-TYPE B1.pdf	9/10/2012	
A-731 - BATHROOM PLAN & ELEVATIONS-TYPE B2.pdf	9/10/2012	
A-732 - BATHROOM PLAN & ELEVATIONS-TYPE B3.pdf	9/10/2012	
A-733 - BATHROOM PLAN & ELEVATIONS-TYPE B4.pdf	9/10/2012	
A-734 - BATHROOM PLAN & ELEVATIONS - TYPE B5.pdf	9/10/2012	
A-735 - BATHROOM PLAN & ELEVATIONS- TYPE B6.pdf	9/10/2012	
A-740-00 - BATHROOM DETAILS 1 (A).pdf	9/10/2012	
A-741-00 - BATHROOM DETAILS 2 (A).pdf	9/10/2012	
A-742-00 - BATHROOM DETAILS 3 (A).pdf	9/10/2012	
A-743-00 - BATHROOM DETAILS 4 (A).pdf	9/10/2012	
A-746 - KITCHEN FLOOR PATTERN PLANS 1.pdf	9/10/2012	
A-747 - KITCHEN FLOOR PATTERN PLANS 2.pdf	9/10/2012	
A-748 - KITCHEN FLOOR PATTERN PLANS 3.pdf	9/10/2012	
A-750-00 - BATHROOM MOCK-UP (A).pdf	9/10/2012	
A-751-00 - KITCHEN MOCK UP (A).pdf	9/10/2012	

PARCEL A - STRUCTURAL DRAWINGS		
Description	Date	
S-001-General Notes Drawings Index And Design Criteria-Loads.pdf	9/10/2012	
FO-101 Foundation Plan.pdf	9/10/2012	
FO-111 Foundation Sections And Details.pdf	9/10/2012	
FO-112 Foundation Sections And Details.pdf	9/10/2012	
FO-113 Foundation Shear Wall Caisson Cap Key Plans.pdf	6/19/2012	
FO-114 Foundation Sections And Details.pdf	6/19/2012	
FO-115 Foundation Sections And Details.pdf	6/19/2012	
S-201 1st Floor Layout Plan.pdf	6/19/2012	
S-202 2nd Floor Layout Plan.pdf	6/19/2012	
S-203 3rd Floor Layout Plan.pdf	9/10/2012	
S-204 4th Floor Layout Plan.pdf	9/10/2012	
S-205 5th Floor Layout Plan.pdf	9/10/2012	
S-206 6th Floor Layout Plan.pdf	9/10/2012	
S-207 7th Floor Layout Plan.pdf	9/10/2012	
S-208 8th-12th Floor Layout Plan.pdf	9/10/2012	
S-213 13th Floor Layout Plan.pdf	9/10/2012	
S-214 14th And 15th Floor Layout Plan.pdf	9/10/2012	
S-216 16th-34th Floor Layout Plan.pdf	9/10/2012	
S-235 35th-37th Floor Main Roof Layout Plan.pdf	9/10/2012	
S-301 1st Floor Reinforcing Plan.pdf	9/10/2012	
S-302 2nd Floor Reinforcing Plan.pdf	9/10/2012	
S-303 3rd Floor Reinforcing Plan.pdf	9/10/2012	
S-304 4th Floor Reinforcing Plan.pdf	9/10/2012	
S-305 5th Floor Reinforcing Plan.pdf	9/10/2012	
S-306 6th Floor Reinforcing Plan.pdf	9/10/2012	
S-307 7th Floor Reinforcing Plan.pdf	9/10/2012	
S-308 8th-12th Floor Reinforcing Plan.pdf	9/10/2012	
S-313 13th Floor Reinforcement Plan.pdf	9/10/2012	
S-314 14th And 15th Floor Reinforcement Plan.pdf	9/10/2012	

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Subcontractor	Contractor	Subcontractor

Parcel A Excavation/Foundations Piles Drawings List Page 5 of 9



### Hunters Point - Parcel A Drawings List

#### PARCEL A - STRUCTURAL DRAWINGS

Description	Date
S-316 16th-33rd & 34th Floor Reinforcement Plan.pdf	9/10/2012
S-335 35th-37th Floor Main Roof-EMR Floor & EMR Roof Reinforcement Plan.pdf	9/10/2012
S-401 Column Schedule.pdf	9/10/2012
S-402 Column Schedule.pdf	9/10/2012
S-403 Column Sections And Details.pdf	9/10/2012
S-411 Shear Wall Plans.pdf	9/10/2012
S-412 Shear Wall Plans.pdf	9/10/2012
S-413 Shear Wall Plans.pdf	9/10/2012
S-414 Shear Wall Plans.pdf	9/10/2012
S-415 Shear Wall Plans.pdf	9/10/2012
S-416 Shear Wall Plans.pdf	9/10/2012
S-421 Shear Wall Details & Link BM Schedules.pdf	9/10/2012
S-422 Shear Wall Details & Link BM Schedule.pdf	9/10/2012
S-501 Typical Concrete Details.pdf	9/10/2012
S-502 Typical Concrete Details.pdf	9/10/2012
S-503 Typical Concrete Details.pdf	9/10/2012
S-504 Concrete Sections And Details.pdf	9/10/2012
S-505 Concrete Sections And Details.pdf	9/10/2012
S-601 Concrete Sections And Details.pdf	9/10/2012
S-701 Stiel Sections And Details.pdf	9/10/2012

#### PARCEL A - HVAC DRAWINGS

Description	Date
M-001-HVAC-Symbols, Schedules & Notes.pdf	9/10/2012
M-002-HVAC-Schedules.pdf	9/10/2012
M-003-HVAC-Schedules.pdf	9/10/2012
M-101-HVAC-1 Flr Plan.pdf	9/10/2012
M-102-HVAC-2 Flr Plan.pdf	9/10/2012
M-103-HVAC-3 Flr Plan.pdf	9/10/2012
M-104-HVAC-4 Flr Plan.pdf	9/10/2012
M-105-HVAC-5 Flr Plan.pdf	9/10/2012
M-106-HVAC-6 Flr Plan.pdf	9/10/2012
M-107-HVAC-7 Flr Plan.pdf	9/10/2012
M-108-HVAC-8-11 Flr Plans.pdf	9/10/2012
M-109-HVAC-12 Flr Plan.pdf	9/10/2012
M-110-HVAC-13 Flr Plan.pdf	9/10/2012
M-111-HVAC-14 Flr Plan.pdf	9/10/2012
M-112-HVAC-15 - 32 Flr Plans.pdf	9/10/2012
M-113-HVAC-33 Flr Plan.pdf	9/10/2012
M-114-HVAC-34 - 37 Flrs.pdf	9/10/2012
M-115-HVAC-Roof, EMR & Bulkhead Flr Plans.pdf	9/10/2012
M-200-HVAC-Ventilation Riser Dia.pdf	9/10/2012
M-201-HVAC-Ventilation Riser Dia.pdf	9/10/2012
M-202-HVAC-Ventilation Riser Dia.pdf	9/10/2012
M-301-HVAC-Heating Riser Diagram.pdf	9/10/2012
M-401-HVAC-Boiler Room Part Plan.pdf	9/10/2012
M-402-HVAC-Boiler Piping Schematic.pdf	9/10/2012
M-403-HVAC-CoGen Piping Schematic.pdf	9/10/2012
M-501-HVAC-Details.pdf	9/10/2012

#### PARCEL A - PLUMBING DRAWINGS

Description	Date
P-001-PLUMBING SYMBOLS, NOTES, LEGEND AND SCHEDULE.pdf	9/10/2012
P-100-PLUMBING UNDERGROUND FLOOR PLAN.pdf	9/10/2012
P-101-PLUMBING 1ST FLOOR PLAN.pdf	9/10/2012
P-102-PLUMBING 2ND FLOOR PLAN.pdf	9/10/2012
P-103-PLUMBING 3RD FLOOR PLAN.pdf	9/10/2012
P-104-PLUMBING 4TH FLOOR PLAN.pdf	9/10/2012

Initial	
Subcontractor	
Contractor	

Initial	
Subcontractor	



### Hunters Point - Parcel A Drawings List

PARCEL A - PLUMBING DRAWINGS		
Description	Date	
P-105-PLUMBING 5TH FLOOR PLAN.pdf	9/10/2012	
P-106-PLUMBING 6TH FLOOR PLAN.pdf	9/10/2012	
P-107-PLUMBING 7TH FLOOR PLAN.pdf	9/10/2012	
P-108-PLUMBING 8TH-11TH FLOOR PLAN.pdf	9/10/2012	
P-109-PLUMBING 12TH FLOOR PLAN.pdf	9/10/2012	
P-110-PLUMBING 13TH FLOOR PLAN.pdf	9/10/2012	
P-111-PLUMBING 14TH FLOOR PLAN.pdf	9/10/2012	
P-112-PLUMBING 15TH-32ND FLOOR PLAN.pdf	9/10/2012	
P-113-PLUMBING 33RD FLOOR PLAN.pdf	9/10/2012	
P-114-PLUMBING 34TH-37TH FLOOR PLAN.pdf	9/10/2012	
P-115-PLUMBING ROOF FLOOR PLAN.pdf	9/10/2012	
P-200-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-201-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-202-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-203-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-204-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-205-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-206-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-207-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-208-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-209-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-210-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-211-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-212-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-213-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-214-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-215-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-216-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-217-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-218-PLUMBING RISER DIAGRAM.pdf	9/10/2012	
P-219-PLUMBING GAS RISER DIAGRAM.pdf	9/10/2012	
P-220-PLUMBING GAS RISER DIAGRAM.pdf	9/10/2012	
P-221-PLUMBING GAS RISER DIAGRAM.pdf	9/10/2012	
P-222-PLUMBING GAS RISER DIAGRAM.pdf	9/10/2012	
P-223-PLUMBING GAS RISER DIAGRAM.pdf	9/10/2012	
P-224-PLUMBING GAS RISER DIAGRAM.pdf	9/10/2012	
P-225-PLUMBING GAS RISER DIAGRAM.pdf	9/10/2012	
P-226-PLUMBING GAS RISER DIAGRAM.pdf	9/10/2012	
P-227-PLUMBING GAS RISER DIAGRAM.pdf	9/10/2012	
P-228-PLUMBING GAS RISER DIAGRAM.pdf	9/10/2012	
P-229-PLUMBING STORM WATER RISER DIAGRAM.pdf	9/10/2012	
P-230-PLUMBING STORM WATER RISER DIAGRAM.pdf	9/10/2012	
P-231-PLUMBING WATER RISER DIAGRAM.pdf	9/10/2012	
P-300-PLUMBING DETAIL.pdf	9/10/2012	
P-400-PLUMBING BACKFLOW PREVENTER DETAIL AND NOTES.pdf	9/10/2012	
P-500-PLUMBING RAIN HARVESTING DIAGRAM.pdf	9/10/2012	

PARCEL A - SPRINKLERS DRAWINGS		
Description	Date	
SP-100-SPRINKLER SYMBOLS, NOTES, LEGEND & SCHEDULE.pdf	9/10/2012	
SP-101-SPRINKLER 1ST FLOOR PLAN.pdf	9/10/2012	
SP-102-SPRINKLER 2ND FLOOR PLAN.pdf	9/10/2012	
SP-103-SPRINKLER 3RD FLOOR PLAN.pdf	9/10/2012	
SP-104-SPRINKLER 4TH FLOOR PLAN.pdf	9/10/2012	
SP-105-SPRINKLER 5TH FLOOR PLAN.pdf	9/10/2012	
SP-106-SPRINKLER 6TH FLOOR PLAN.pdf	9/10/2012	
SP-107-SPRINKLER 7TH FLOOR PLAN.pdf	9/10/2012	

Initial		
Subcontractor	Contractor	Subcontractor

Parcel A Excavation/Foundations Piles Drawings List Page 7 of 9



### Hunters Point - Parcel A Drawings List

PARCEL A - SPRINKLERS DRAWINGS	
Description	Date
SP-108-SPRINKLER 8TH-11TH FLOOR PLAN.pdf	9/10/2012
SP-109-SPRINKLER 12TH FLOOR PLAN.pdf	9/10/2012
SP-110-SPRINKLER 13TH FLOOR PLAN.pdf	9/10/2012
SP-111-SPRINKLER 14TH FLOOR PLAN.pdf	9/10/2012
SP-112-SPRINKLER 15TH-32ND FLOOR PLAN.pdf	9/10/2012
SP-113-SPRINKLER 33RD FLOOR PLAN.pdf	9/10/2012
SP-114-SPRINKLER 34TH-36TH FLOOR PLAN.pdf	9/10/2012
SP-115-SPRINKLER 37TH FLOOR PLAN.pdf	9/10/2012
SP-116-SPRINKLER ROOF FLOOR PLAN.pdf	9/10/2012
SP-200-SPRINKLER RISER DIAGRAM.pdf	9/10/2012
SP-300-SPRINKLER DETAILS.pdf	9/10/2012
SP-400-DRY FIRE STANDPIPE RISER DIAGRAM WITH AIR PRESSURIZED ALARM.pdf	9/10/2012

PARCEL A - FIRE ALARM DRAWINGS	
Description	Date
FA-101-FIRE ALARM 1ST FLOOR PLAN.pdf	9/10/2012
FA-102-FIRE ALARM 2ND FLOOR PLAN.pdf	9/10/2012
FA-103-FIRE ALARM 3RD FLOOR PLAN.pdf	9/10/2012
FA-104-FIRE ALARM 4TH FLOOR PLAN.pdf	9/10/2012
FA-105-FIRE ALARM 5TH FLOOR PLAN.pdf	9/10/2012
FA-106-FIRE ALARM 6TH FLOOR PLAN.pdf	9/10/2012
FA-107-FIRE ALARM 7TH FLOOR PLAN.pdf	9/10/2012
FA-108-FIRE ALARM 8TH-11TH FLOOR PLAN.pdf	9/10/2012
FA-109-FIRE ALARM 12TH FLOOR PLAN.pdf	9/10/2012
FA-110-FIRE ALARM 13TH FLOOR PLAN.pdf	9/10/2012
FA-111-FIRE ALARM 14TH FLOOR PLAN.pdf	9/10/2012
FA-112-FIRE ALARM 15TH-33RD FLOOR PLAN.pdf	9/10/2012
FA-113-FIRE ALARM 34TH-37TH FLOOR PLAN.pdf	9/10/2012
FA-114-FIRE ALARM ROOF, EMR AND BULKHEAD FLOORS.pdf	9/10/2012
FA-200-FIRE ALARM RISER DIAGRAM.pdf	9/10/2012

PARCEL A - ELECTRICAL DRAWINGS	
Description	Date
E-001-ELECTRICAL SYMBOL LIST & GENERAL NOTES.pdf	9/10/2012
E-100-ELECTRICAL UNDERGROUND FLOOR PLAN.pdf	9/10/2012
E-101-ELECTRICAL 1ST FLOOR PLAN.pdf	9/10/2012
E-102-ELECTRICAL 2ND FLOOR PLAN.pdf	9/10/2012
E-103-ELECTRICAL 3RD FLOOR PLAN.pdf	9/10/2012
E-104-ELECTRICAL 4TH FLOOR PLAN.pdf	9/10/2012
E-105-ELECTRICAL 5TH FLOOR PLAN.pdf	9/10/2012
E-106-ELECTRICAL 6TH FLOOR PLAN.pdf	9/10/2012
E-107-ELECTRICAL 7TH FLOOR PLAN.pdf	9/10/2012
E-108-ELECTRICAL 8TH-11TH FLOOR PLAN.pdf	9/10/2012
E-109-ELECTRICAL 12TH FLOOR PLAN.pdf	9/10/2012
E-110-ELECTRICAL 13TH FLOOR PLAN.pdf	9/10/2012
E-111-ELECTRICAL 14TH FLOOR PLAN.pdf	9/10/2012
E-112-ELECTRICAL 15TH-32ND FLOOR PLAN.pdf	9/10/2012
E-113-ELECTRICAL 33RD FLOOR PLAN.pdf	9/10/2012
E-114-ELECTRICAL 34TH-36TH FLOOR PLAN.pdf	9/10/2012
E-115-ELECTRICAL 37TH FLOOR PLAN.pdf	9/10/2012
E-116-ELECTRICAL ROOF, EMR AND BULKHEAD FLOORS.pdf	9/10/2012
E-200-ELECTRICAL POWER RISER DIAGRAM.pdf	9/10/2012
E-201-ELECTRICAL TELECOM RISER DIAGRAM.pdf	9/10/2012
E-202-ELECTRICAL LIGHTNING PROTECTION PLAN.pdf	9/10/2012
E-300-ELECTRICAL PANEL SCHEDULES.pdf	9/10/2012
E-301-ELECTRICAL PANEL SCHEDULES.pdf	9/10/2012
E-302-ELECTRICAL APARTMENT PANEL LOAD SCHEDULES.pdf	9/10/2012

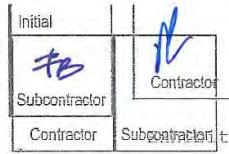
Initial		Initial	
Subcontractor		Subcontractor	
Contractor		Contractor	

Parcel A Excavation/Foundations Piles Drawings List Page 8 of 9



### Hunters Point - Parcel A Drawings List

PARCEL A - ELECTRICAL DRAWINGS	
Description	Date
E-303-ELECTRICAL APARTMENT PANEL SCHEDULES.pdf	9/10/2012
E-304-ELECTRICAL APARTMENT PANEL LOAD SCHEDULES.pdf	9/10/2012
E-400-ELECTRICAL MISCELLANEOUS DETAILS.pdf	9/10/2012



Parcel A Excavation/Foundations Piles Drawings List Page 9 of 9

September 27, 2012

**RIDER #5: SCOPE OF WORK**

**Monadnock Construction, Inc.  
155 Third Street, Brooklyn, NY**

**Hunters Point South Parcel A  
1-50 50<sup>th</sup> Ave.  
Queens, NY 11101**

**TRADE: 08110 Furnish Structurally Glazed Window Wall, Storefronts & Doors**

**AS PER PLANS AND SPECS, INCLUDING AND NOT LIMITED TO:**

Furnish all materials to perform the work of this section as shown on the drawings and/or as specified herein. In general, the work shall include but not be limited to the following:

1. Furnish all apartment and 1<sup>st</sup> floor-glazed openings on floors; Ground through 37th floor.
2. Glazed openings shall consist of all window openings, glazed window wall installations, spandrel glazing and slab edge coverings. All quantities are to be taken from the contract drawings, and manufacturer represents that all areas are included in final price. All thermally broken unitized storefront system including aluminum framed glass doors, louver/ signage band, sloped and standard glazing and "picture frames", two (2) single swing doors, two (2) sets of retail double entry doors at West retail space, Four (4) sets of sliders at East retail. (Excludes revolving door and lobby swing door). Prepare opening in storefronts for HM doors and frames at service corridors.
3. Window wall shall consist of deck slab to deck ceiling framing members with sill attached slab covers by manufacturer, as shown in Architectural drawings. This Contractor includes furnishing of insulated panel wall to be integrated with the window wall at all parapet location as shown on the drawings. Parapet wall assembly to be constructed as single length curtain wall type assemblies from base of top floor and to include all anchorage, flashing, insulation, copings, and closure pieces as required. Copings in matching colors on top of panels are to be furnished for installation by roofers.
4. All window and window wall shall be engineered and tested to sustain specified requirements as per specifications and drawings. Where cladding pressures are defined as exceeding the minimum test results, this Manufacturer shall either structurally

*\* Shop Preps  
VC*



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reinforce the mullions and/ or by stamped structural calculations identify those units which need to sustain the higher pressures.

5. The Manufacturer explicitly represents that they have thoroughly reviewed the project specification and that all aspects of the product will be in full compliance with all requirements of the spec unless specifically noted otherwise in this Scope of Work.
6. In addition, this Manufacturer must fully comply with the Owner and Construction Manager requirements for "on Site Air and Water Testing", per project specifications. If additional metal to metal caulking is required to satisfy actual project testing and infiltration of water (if required by manufacturer), this contractor will provide material and coordinate delivery and locations of any and all caulking with installer at no additional cost to project.
7. Off-site performance mock-up testing will be required and it shall be conducted at a facility approved by the Owner and Construction Manager and all costs for testing are to be the responsibility of this Manufacturer.
  - a. It should be noted that the mock up section of wall, being tested, does not have to be painted in the final approved project color.
  - b. This Manufacturer to schedule the performance mock-up testing at contract award and to be completed no later than 16 weeks after award (January 24<sup>th</sup>, 2013). Performance mock to be built as per A-590's IFC (issued for construction set for Parcel B). This drawing indicates a combined mock-up for both A & B parcels.
  - c. This manufacturer to comply with the following performance criteria as per spec section 084413 and Window Schedule (A-40):
    - Water penetration: 12 PSF static and 12 PSF dynamic
    - Air infiltration: 0.6 cfm/sf at wall and .25 at vent at 6.24 test pressure
    - U value at vision glazing: .45 btu/sf
    - U value at spandrel: .74 per spec
    - U value at slab edge: .25
    - SHGC: .31 at vision areas
 (Note: Window schedule calls for different coefficients for individual units)
8. Provide visual mock up for visual review by the Architect. Visual mock up to be erected to sizes and containing materials and colors as per SHOP's sketches for visual mock ups dated 09/18/12 combined with glass specifications as per Window Schedule (A-040) and Envelope Finishes (A-205). Visual mock to be ready to later than 10 weeks after anticipated contract award (November 30<sup>th</sup> 2012). This mock-up to be built at manufacturer's factory. *JANUARY 28<sup>th</sup> 2012*
9. Furnish all combination window louver/frame units in sizes and locations as per architectural drawings as an integral part of the window wall system. It is agreed that this Manufacturer will provide any louver that is within the Window & Door System as



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part of the contractual scope of work. All louvers whether used or blanked off at all areas of the façade are by this Manufacturer. Any mechanical louvers (louvers not interconnected to the window wall) are not part of this Manufacturers scope of work. The Bulkhead stair louvers and elevator venting louvers will be part of the Bulkhead Cladding work; if Alternate NO. 1 is executed.

10. Furnish all interior caps at intersection of Glazed Wall and Ceilings and sill extensions at gas lines. This Manufacturer to coordinate lengths and delivery dates with installer. The approximate size of the cap to be 2" x 2" clipped to the window wall as a comeback installation. Sill extensions and gas lines to match interior window system color and finish. Installation to comply with CM's project schedule.

11. Window Wall System shall include all factory fabricated mullions, gutter and weep systems, splices, closures, head closure trim, panels, trim, reveals, supporting and bracket assemblies and accessories, limit stops, jointing, sealing, glass and glazing, fastening, and any other item or accessory necessary for a complete installation as per final drawings and specifications. All anchor components at wet areas to be 300 series stainless steel or aluminum as per spec section 084413.

12. This Manufacturer to supply all inserts required for the installation of this product to the concrete superstructure contractor, in sufficient quantities to keep up with the pour schedule. Remedial costs of any missing inserts not available on site at the time of the pour are to be the responsibility of the Manufacturer. Manufacturer is also to provide layouts to the concrete contractor and be available to answer any questions regarding same. Remedial costs of any inserts that are not properly set due to incorrect layout drawings are to be the responsibility of the Manufacturer. Manufacturer to provide supervisory personnel to visit site as many times as necessary to monitor installation and make corrections required for Glasswall to guarantee system has been installed correctly and to Manufacturers standards.

13. This Manufacturer to provide all bolts, anchors, and ~~other required fasteners~~ to window wall installer (shims to be provided by the installer) in a timely fashion and in sufficient quantity to expedite the installation at a pace of no less than two floors per week. Coordination of all deliveries with installer is the responsibility of the Manufacturer.

14. This Manufacturer shall be aware and take into consideration that this is a reinforced concrete structure. Window wall system to include anchorage that accommodates dimensional tolerances of building frame. The structural tolerance to accommodate variation in location of surrounding and supporting work up to +/- 1 1/4". (This supersedes spec 084413 dated 05/14/12).

15. Include all reveals and returns of window wall into other adjoining or existing material, including without limitation, extrusions, framing, metal panels, coping fillers, glass, glazing, sealants, caulking, closures and any other item or accessory necessary for a complete installation as per drawings and as required.



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16. Include providing all necessary submittals for approval to the architect, including without limitation, the following:

- a.) A complete set of engineered shop drawings showing all details signed and sealed by a P.E. licensed in New York State.
- b.) Calculations supplied and stamped by a P.E. licensed in New York State.
- c.) Samples of materials to be used.
- d.) Factory cuts (i.e., Hardware, etc.)
- e.) Material Certifications.
- f.) Other data required by the AOR/EOR.
- g.) Instructions on Glass and hardware replacements

17. This Manufacturer shall submit a schedule (s) conforming to the CM's schedule, indicating the estimated time required for all items and phases of work including but not limited to: shop drawings, purchasing and fabrication. At periodic intervals and, as requested by the Construction Manager, these schedules shall be updated and resubmitted to the Construction Manager.

The following schedule for this project shall be as listed below:

*MARCH 11<sup>th</sup>*

- a. Performance Mock-up testing to occur no later than ~~January 24<sup>th</sup>~~, 2013. In order for this to occur, this Manufacturer must commence with mock up shop drawings immediately and make arrangements for a test chamber as soon as possible.
- b. Windows and doors for building A must be on site and ready for installation by June 25th, 2013.
- c. Note: Wall units will be left out for the complete vertical run of the hoists and should not be delivered until requested by the Construction Manager.
- d. Submittals, Shop Drawing & Sample and fabrication schedule:
  - 1. Shop drawings; catalogue cuts and calculations must be ready to be submitted no later than six (6) weeks from award of contract.
  - 2. All windows & doors are to be fabricated and stored off site as necessary to allow for timely and continuous installation of windows in conformance with Construction Managers requirements.
  - 3. This Manufacturer will be provided with AUTO CAD contract documents.
- 18. This Manufacturer understands the fact that the various interface conditions between the exterior wall components may not be fully detailed and may not be constructible exactly as detailed. Manufacturer therefore must anticipate modifications of details to occur through the coordination and shop drawings process, without adjustment to the Contract Price as long as the intent of the design is met.



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19. It is the intent of this Contract that final design be the total responsibility of this Manufacturer for establishing structural soundness and performance in accordance with plans and specifications. Shop drawings and structural calculations will be submitted for review and approval and shall be signed and sealed by a Professional Engineer licensed in the State of New York.
20. This Manufacturer scope of work shall be to furnish in accordance with the intent of the drawings and specifications prepared by the Architect and or Engineers for the project as applicable. Any deviation from said drawings and specifications shall require written approval from the Owner, Architect and/or Engineers and Construction Manager. Any corrective work required as a result of unapproved deviations shall be charged to this Manufacturer.
21. A complete Aluminum Windows & Door wall system is to be designed, tested and fabricated to obtain the required performance criteria. All doors to come complete with saddles and hardware. Additionally, all windows and doors to be manufactured with concealed reinforcing as required by code as well as engineering requirements.
22. All Windows & Door frames and associated sections and metal accessories to be painted with a "Paint"- two (2) coat Kynar in-lieu-of three (3) coat Kynar as specified in drawings and specifications) selected by the Architect as per construction documents. This Manufacturer to provide a ten (10) year warranty from date of substantial completion. Manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory applied finishes within specifies warranty period. Color for all Window and doorframe metal is to be selected.
23. Manufacturer to warrant glass for ten (10) full years with a full ten (10) year warranty on operable parts. Manufacturer to provide tempered glass where required as per code. All tempered glass to be heat soaked as per specifications. All glass that is not required by code to be tempered must be heat strengthened.
24. All operable windows to be in swing casement type with New York Department of Health approved limit stops with a key operation mechanism. Limit stops to swing to a 4" clearance from inside face of mullion. If operable window mullions depth is such that limit stop cannot be reached due to depth of mullion, then such a mechanism must be customized at no additional cost to the owner. This manufacturer will be required to submit the hardware and engineered specifications to the appropriate NYC agency for approval in advance of installation. All costs associated with this approval to be paid by this manufacturer. This Manufacturer to provide details and instructions describing how to disengage limit stops.
25. This Manufacturer shall furnish forty-two (42) locksets for balcony doors. All keys are to be turned over to the Construction Manager and are not to be distributed to various trades in the field. Construction Manager may request a certain amount of keys during window installation work for their own use.



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26. All windows to contain an approved equivalent of 1" thick clear insulated heat strengthened radiant Low E Insulating Glass (Viracon 1" VRE-54/Crystal Gray Inboard Insulating). Made up as follows:  $\frac{1}{4}$ " VRE-54 # 2,  $\frac{1}{2}$ " (13.2mm) airspace,  $\frac{1}{4}$ " (6mm) Crystal Gray. The insulated Spandrel glass will have a ceramic frit on the 2nd surface.
27. At non-operable spandrel glass windows as per ILA's proposed sketches B-SKA-21 and B-SKA-22 Demising Wall Between Apartment @ Spandrel to have a minimum of 3" rigid thick mineral fiber insulation pass the air cavity in between mullions at regular spandrels, and taped to metal panels at recessed spandrels, followed by a 1-1/2" thick continuous mineral fiber inboard of mullions with foil facing. The system shall include galvanized metal back-pan vapor barrier within the exterior portion of the façade as per drawings. This Manufacturer understands his responsibility for the design and supply of a window system that meets the thermal performance as per spec section 084413 and that thermal performance must be achieved without the use of batt insulation at the interior partition. This Manufacturer understands that the thermal design is not limited to the above listed sketches and ultimately must conform to the specification. If the Manufacturer wishes to propose a different assembly than what shown in the sketches and contract drawings, the alternate must be submitted with thermal analysis calculations and dew point analysis to demonstrate conformance with specifications.
28. Furnish all Terrace/Patio swing doors for this job. The terrace doors will be will be out-swing heavy duty closure type door. The current count is forty-two (42) pieces of terrace type units. Hardware to be determined and furnished by this Manufacturer as an integral part of door assembly. Terrace door shall be rated AW-50 per AAMA. The structural resistance to corner racking shall be tested by the Dual Movement Load Test as per spec division 084413-31. The door hardware shall be this manufacturer's standard hardware with a lever to match the window and can be locked from the inside, with a keyed outside. Provide heavy duty closers on doors. The door weathering shall be a dense, semi-rigid polymeric material. The door bottom rail will be weathered with an EPDM blade gasket sweep strip applied with concealed fasteners.
29. Operable Sash hardware. Sash and frame corner shall be reinforced and joined mechanically or by welding. Casement windows: Operating devices to be Sobinco Handel Series No 4000-217 or approved equal, mounted to the interior of the sash without exposed fasteners, or approved equal as used with performance mock up test. Operating hardware shall be heavy duty butt hinges (minimum 2 per vent), combined lever handle and cam latch, and concealed multi-point operated by a single lever handle. Hardware shall prevent window movement due to wind and must comply with NYC Building code opening force requirements as per section 28.2-1008.1.2.3.
30. Manufacturer will provide hinges of sufficient strength and lifting blocks as required to assure air tight performance of the operable casements for all sizes of casements indicated on the contract drawings for the full usable life of the system per specifications.



31. Furnish three (3) individual storefront type doors at the 5th floor terrace and the 13<sup>th</sup> floor east and west terraces (farm terrace and common terrace). Hardware to be determined and furnished by this Manufacturer as an integral part of door assembly. Doors to have deadlocks mortised maximum security type, solid stainless steel lever handles, surface mounted exit device, keyed cylinders, thumb-turn inside cylinders of cast aluminum alloy.
32. Furnish all doors fully weather stripped with hardware containing handles and locking mechanisms, crash chains (must be provided) and limit stops. The door sash and frame is to be adequately reinforced to accept limit stops, magnetic lock mechanisms (at new residential doors) and crash chains as required. Include sills/thresholds and saddles at all terrace and balcony doors.
33. This Manufacturer to furnish all interior threshold transition metal work required in order to complete a smooth transition of the wood floor to the door saddle. This Manufacturer is to furnish all necessary architectural metal work required that (except customized components) to cover exposed fasteners, clips, etc. at glazed window wall to floor installations.
34. This Manufacturer includes all structural shapes, miscellaneous metals, clips, angles, girts and subgirts, etc. required for the attachment and support of his work to the concrete Superstructure Contractors scope of work. Anchors and inserts shall be furnished and delivered to the Concrete Superstructure Contractor for installation based on complete engineering and layout drawings prepared by this Manufacturer and approved by the Architect/Engineer. Failure to provide such items or information at such time, as required so as not to delay the progress of the concrete superstructure work will not relieve this Manufacturer of the responsibility of the proper installation of his work. This Manufacturer to spot-check the confirmed locations of imbedded items prior to the pouring of concrete. All slab edge details to be mutually designed and agreed upon. All details indicate window anchors; however, there are some cases where the window frame is a considerable distance from the structure. This Manufacturer is responsible to furnish a complete anchorage system for all project conditions. All engineering for this system is to be included in the contract price.
35. Furnish two (2) combination fixed window louver units for each roof bulkhead.
36. This Manufacturer to make provisions on the window wall system to receive marketing banners as shown in A 564 dated 07/26/12 for Parcel B. Provision to be made for up to 24 banners.
37. It is understood that Building "A" will lag approximately 1 month behind Building "B", but that both buildings will be constructed concurrently. Manufacturer agrees to provide sufficient material to jobsite for both floors to be erected at a pace of two floors per week or as requested by Construction Manager.



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38. This Manufacturer has agreed to manufacture a sufficient amount of overrun extrusions for all types of windows in the event that damages occur during the construction of the project. If new glazed window sections are required, manufacturing time will be reduced since the material is at hand. This manufacturer is responsible to provide and maintain adequate and available amount of material to repair and or replace units during the course of the project.

39. Furnish fifty-two (52) additional hardware sets/packages for all window units. Include six (6) additional sets of window gasketing for each type of window application.

40. Furnish up to twelve (12) dozen cans of spray touch up paint for all aluminum window frame installations.

41. This Manufacturer includes all costs for off site storage and staging. The Construction Manager has noted that all materials should be fabricated well in advance of installation. Any off-site storage costs are included in the contract sum. *Re: change*  
~~up to 3 months~~

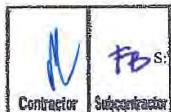
42. Immediately upon notice of award, this Manufacturer is to furnish the following for approval:

- Provide a detailed progress schedule, including a projected cash flow schedule.
- Provide a proposed list of shop drawings and submittals indicating submittal dates and quantity of shop drawings anticipated.
- List of proposed subcontractors and vendors (preliminary list to be submitted during Scope meeting)
- Production & delivery schedules for all items and equipment as well as identification of long lead items.
- Trade payment breakdown
- Performance and Payment Bonds, Fabrication Bond *MATERIAL SUPPLY BOND* *M*
- Name and resume of Manufacturers key personnel and project manager that will be assigned to the project.

43. All frames at the "Center Blvd." elevation will be fabricated to accept the segmented arc installation. This type of fabrication will also occur at all areas where 90 degree angles are exceeded. Vertical mullions must be cut at the appropriate angle to ensure a snug fit.

44. This Manufacturer shall submit a schedule (s) conforming to the Construction Managers schedule, indicating the estimated time required for all items and phases of work including but not limited to: shop drawings, purchasing, and fabrication. At periodic intervals and, as requested by the Construction Manager, these schedules shall be updated and resubmitted to the Construction Manager.

- Superstructure Concrete to commence on or about the 2nd quarter of 2013.
- This Manufacturer to be 6 floors below the Superstructure Contractor.
- Project completion 4th quarter of 2014 to 1<sup>st</sup> quarter of 2015



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45. This Manufacturer will commence with shop drawings for the performance and visual mock up. Preparation of drawings is expected to take no longer than six (6) weeks for performance mock up and no longer than four (4) weeks for visual mock up from the date of this contract award.
46. This Manufacturers Bid shall include all insurance Values in the Bid Price. Manufacturer to also include a break out value to be deducted if the job becomes a Wrap up CCIP Project. (Deduct Alternate NO.1). This bid must include Insurance in the proposal number.
47. If this job becomes a CCIP project; this Manufacturer must enroll immediately in the program and follow the guidelines detailed in the CCIP Manual.
48. The scope of work for this contract shall also include all notes, scope questions and answers from scope meeting conducted on June, 2012 and Contract Buy in September 2012.
49. This Manufacturer must refer to all contract documents in order to determine and ascertain the full scope of work.
50. This Manufacturer includes in its Contract price all trucking to and from the site in a manner that is compatible with the Teamsters Union requirements.
51. Proposal and Window system must comply with the design intent of the drawings and meet the performance specifications that are given. However, we will consider alternate details, materials, and methods of fabrication provided that the design is achieved and the proposal complies with project scope terms. Include a description of any alternate details where they are the basis of your proposal.
52. Price should be for furnishing only to job site in New York, including all fees and transportation.
53. This Manufacturer to provide a factory installed metal "clip", ground or locations in frame to attach to all inactive/blank-off louvers. Clip/ground to be around the perimeter of the louver panels in order to receive gypsum board, installation of board by others.
54. This manufacturer understands and acknowledges that this project has a PTAC unit attaching to their window system. This manufacturer will furnish a 2" insulated metal panel sandwich with the appropriate size sleeve cut out factory made. The metal panel will have a closure piece on 4 sides and at the sill a factory installed drip sill to assure proper drainage of the PTAC condensate to the exterior of the window/louver system. This manufacturer will provide a neoprene or other watertight gasket system attached to the flange that will serve as a vibration isolator. Manufacturer acknowledges that while sleeve and equipment within will be supported by framing installed by others, there will



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be some weight placed on the panel/window assembly by the PTAC and entire assembly and gaskets must be designed to withstand that weight. This manufacturer to provide coordinated shop drawings.

55. This manufacturer understands and acknowledges that this project has a horizontal exhaust system attaching to their window system. This manufacturer will also furnish at the TX louver location a 2" insulated metal panel sandwich similar to PTAC louver location. The fabricator will cross reference the coordinates of the approved duct work shop drawings for the exact locations of the metal panel cut out. Currently it is anticipated that this fabrication will provide a square or round hole size TBD. The criteria for weather and noise proofing in this location will be the same as at the PTAC units describe in #54.
56. This Manufacturer is responsible to coordinate with the window Installer on all materials, inspections, and engineering required for a complete window wall system per the design drawings intent. Manufacturer represents that they have reviewed the proposed Scope of Work for the Installer and that all items required for a complete installation are covered. Any and all components of the system that are required for a complete installation are the responsibility of both the manufacturer and installer and will be provided at no additional cost to the owner.
57. The Manufacturer acknowledges that they will review and coordinate means and methods and quality control of Installer, and will perform on-site inspections periodically and as needed to assure quality control. If any performance issues with the system arise during the specified warranty period manufacturer will work with installer to jointly provide a timely solution and repair at no additional cost to the Owner, regardless of whether the issue is caused by a fabrication or installation defect.
58. This Manufacturer to furnish architectural fins in sizes, shapes, colors, and quantities as shown on drawings. Fins to be fabricated as part of the window assembly, shipped separately. Manufacturer to provide a watertight seal at fin penetrations and engineering calculations for attachments that demonstrate compliance with wind loads per RWDI study.
59. This Manufacturer to provide an Add Alternate (NO.2) to furnish and engineer the aluminum "trees" as shown on the Architectural drawings from the ground floor to the 7<sup>th</sup> floor including all engineering of supports to meet the design intent. The attachments must be coordinated with the operable vents and window framing. This Manufacturer shall coordinate with the installer of the "trees" for installation sequence, delivery and required materials for installation.
60. If Construction Manager elects not to accept Add Alt NO.2, Manufacturer includes in contract price all details and modifications required for a watertight penetration for the tree anchorages. Manufacturer will also include structural calculations as required if any part of the tree assembly is anchored to the window system.



61. The Manufacturer will hold harmless the Owner, Construction Manager and all related entities from any future or present copyright or patent infringement or similar claims relating to the product to be installed on this project. In the event that a restraining order or any similar legal notice from another manufacturer is received, this Manufacturer will proceed with fabrication and delivery without any delay and will assume any and all resulting legal costs to the Owner, CM and related entities.
62. This Manufacturer is responsible for all goods until such time they are delivered and under the care, custody and control of the Owner and Contractor.
63. This contract is based upon the attached drawings list dated 09/20/12.

## ALTERNATES

### ADD ALTERNATES

Add Alternate NO.1

Furnish Metal Cladding System for Bulkhead and a louver system for the water tank

Add \$ TBD

Add Alternate NO.2

Cost to furnish and engineer the aluminum "trees" from the ground floor to the 7<sup>th</sup> floor as shown on Architectural drawings.

Add \$ 1,183,000.00

Add Alternate NO. 3

Furnish glass and metal railings

Add \$ TBD

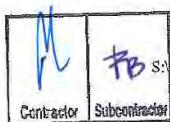
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### Items Discussed at the Window Buy Meeting on 09/21/12

1. Performance mock-up will be part of Contract and built in Florida for all to view. Glasswall has included \$5,000.00 dollars to fly people to Miami for this. If the mock-up has to be sent to New York there will be additional costs for trucking and reinstallation in New York. A location needs to be arranged by the owner.
2. Slab Edge clearance will change from 3" inches currently on the drawings to 5". This fabricator acknowledges that the columns are not moving. They can/will make their system work in approximately 2 to 3 inches of clear space which will now be the clearance in Parcel A and 5 inches in Parcel B.
3. Shop Drawing and Meeting Field Visits: There will be a minimum of three (3) New York City shop drawing working sessions. Further the fabricator acknowledges that they will attend job meetings and make field visits to check on insert locations as well as job installation progress. There will be no set number of visits rather the requirement to do whatever is required for a successful installation.



4. Structural Issues: Fabricator has all mullion reinforcing required to make window system work as per all testing/model requirements. Additionally the fabricator has all hardware, bolts, etc. (except shims) required to install this product.
5. All window insulation is included as per ILA's sketches B-SKA-21 and B-SKA-22SK Demising Wall Between Apartment @ Spandrel and discussed at 9/21/12 meeting.
6. This fabricator has all window hardware included, include additional sets. Further they warrant they have all NYC Department of Health approvals for their limit shop hardware as per the guidelines and requirements of that department.
7. Interior: This fabricator includes all interior head and sill window trim. Further the window trim at the sill to cover the gas line is adjustable +/- 1/2.
8. This fabricator understands and acknowledges that the owner does not want the ground floor window system installed and wants to start on the second floor. The fabricator has agreed that they can provide a revised system to make this happen in like to current system at no additional cost.
9. This fabricator has acknowledged that they will provide fastening point locations for field installed drywall metal framing to attach to. After which the CM will submit a drawing complying with the manufactures fastening locations and proceed with installation based on manufactures approval.
10. Trees: The current contract does not include the furnish and install of the trees but it does include engineering of the tree system as well as any and all reinforcing of the current window mullion system required in order to make tree attachment possible.
11. Storage and delivery issues were discussed and this manufacture believes there will not be any issues and they will comply if required with any Union delivery protocol.
12. Comebacks where acknowledged at the hoist as complete panels. At the crane tie back arms the fabricator suggest trying to install the back steel above the slab in order to allow the window panel to be installed. The CM will try to make this happen but repeated that there is no guarantee we will be allowed to do so.
13. Additional Material: Fabricator acknowledges that they will order sufficient extrusion metals, louvers, etc. so as not to cause shortages or delays to the fabrication and delivery schedule of this job. This also includes all glass in various types and sizes. Further at the end of the Project the fabricator will turn over to the owner all glass that has been ordered for the job and not used. At that time the owner/CM will determine if the glass is wanted and if not, the fabricator will dispose of same.



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14. Firesafing this system currently needs to be fire smoke sealed from the top. This causes the sequence to be smoke sealed and then install next window panel thus possibly creating same coordination issues at the time the mock-up is tested all parties agree that further investigation will be coordinated to see if there are alternate methods available to accomplish the same end result.

15. Final adjustments will be made in the factory to all operable systems minor adjustment in the field will be accomplished in the field. This manufacturer agrees to train and show our people how to make minor field adjustments.

16. Final Acceptance Warranty: Glasswall will issue all warranties in like or better than the current IBA required warranty. Additionally paper copies will be provided for all owner required agencies. Further to this is Glasswall's guarantee that they will be onsite to ensure the installer installs the Glasswall System to their current high standards so as to avoid finger pointing issues later on.

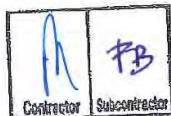
#### ADDITIONAL SCOPE ITEMS:

1. The items described below are specific safety items. This Contractor shall also follow Contract Rider #1 Article 4.3 Safety Precautions and Procedures as it pertains to this job.

- Contractor to remove and reinstall any temporary fencing, barricades etc required for the installation the installation of their work.
- This Contractor shall provide safe pedestrian passage at all times during the performance of the Contractor's work.
- This Contractors workers will be required to wear body harnesses and to tie off when working on the perimeter of the building.
- This Contractor shall observe all NYC site safety rules, OSHA requirements, Chapter 33 Local Law 5, and all necessary bylaws, DOT Regulations and NYC Building Code. Any violation of these laws caused by the contractor shall be remedied immediately. Construction Manager shall notify contractor in writing of safety violations. If this Contractor does not take corrective action within 24 hours the Construction Manager shall remedy the violations at the Contractor's expense. This Contractor shall start no earlier than 7:00am. If there are any fines, penalties or assessments incurred by the Construction Manager or owner due to the Contractor, then the Contractor shall bear all costs, fines and penalties.

2. This Contractor includes in its Contract price all trucking to and from the site in a manner that is compatible with the Teamsters Union.

3. The Construction Manager reserves the right to request the dismissal of any representative or worker of this Contractor, who by the Construction Managers determination is detrimental to the project.

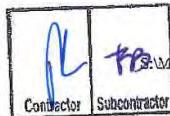


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OPENING

- 4 This Contractor shall not perform any extra or unit price work without prior notification and written approval from the Construction Manager. Any extra work performed without such notification and written approval shall not be reimbursed. *tb*
- 5 This Contractor will include performing "out of sequence" work required by Construction Manager to permit coordination of Construction Manager's work with others. *tb*
- 6 If this Contractor is required or chooses to work overtime to maintain the project schedule due to delays caused by this Contractor, any and all costs relating to personnel required by union jurisdiction (i.e. standby electricians, plumbers, laborers, etc.) will be charged back to this Contractor's contract amount. This Contractor shall, at no additional cost to the Construction Manager or owner, immediately commence to whatever additional overtime and/or weekend (subject to CM obtaining weekend permits) work required to bring its work back on the schedule approved by the Construction Manager.
- 7 This Contractor has visited the site and is aware of the existing conditions and accepts it "as is". Work involving adjacent properties must be closely coordinated with the Construction Manager. Storage of materials, location of shanties, workman breaks, etc. shall be limited only to the construction area. Parking of vehicles on job site or in roadways fronting the site will not be permitted. *tb* *ml*
- 8 This Contractor scope of work shall be furnished in accordance with the drawings and specifications prepared by the Architect and or Engineers for the project. Any deviation from said drawings and specifications shall require written approval from the Owner, Architect and / or Engineers and Construction Manager. Any corrective work required as a result of unapproved deviations shall be charged to this Contractor.
- 9 Construction Manager and owner will not be responsible for loss or damages to any of this Contractor's tools, equipment or stored materials by any cause. *tb* *ml*
- 10 Should a question of union jurisdiction arise, this Contractor will immediately take steps to settle such disputes and will provide labor as may be determined to have jurisdiction. This Contractor will be responsible for any delays and resulting damages to the Owner and / or the Construction Manager caused by union jurisdiction disputes and will advise the Construction Manager immediately of any disputes experienced or anticipated. This Contractor shall perform all work with union personnel having jurisdiction including composite crews of workers from different unions if required. *tb* *ml*
- 11 This Contractor is to notify the Construction Manager three (3) working days in advance if he is unable to commence work because of interference of other trades or due to designated areas that are not acceptable and require that Construction Manager to correct the situation or deficiencies before this trade commences work. *tb* *ml*
- 12 This Contractor includes all costs for offsite storage and staging, if necessary.
- 13 This Contractor shall be responsible for damage caused by its own personnel (or any of his subcontractor's, vendors, etc.) to the adjacent areas of construction, properties or utilities. Any disturbance or impairment resulting directly or indirectly from this Contractor's work shall be immediately restored, repaired or replaced to the satisfaction of the Construction Manager and without additional cost to the Construction Manager or Owner. Refusal by this Contractor to correct the damaged work within three days after notice from the Construction Manager will necessitate correction by others with all related costs charged to this Contractor. *tb* *ml*

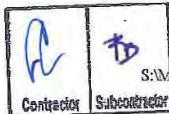


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- 14 This Contractor is responsible for keeping his field personnel supplied with up to date design drawings and the latest copies of shop drawings approved by the Design Team.
- 15 This Contractor shall correct, repair or replace, as deemed necessary by the Construction Manager and/or Design Team, any items, defects, damages or faults in the work performed by this Contractor, and make good any damage to other work caused by the correction of such defects, at this Contractor's own cost and expense.
- 16 All deliveries of material shall be coordinated with the Construction Manager giving at least 48 hours advance notice.

**GENERAL NOTES:**

- A All shop drawings, samples submittals, affidavits etc. as required. This Contractor will provide six (6) copies of required shop drawings, samples, Specifications and any other requirements for submittals of any materials and equipment provided and installed for the completion of this contract.
- B All inspections, signoffs, permits, and fees during the course of the contract are the responsibility of this Manufacturer. This Manufacturer to supply Construction Manager with all necessary certificates of Approval required for Certificate of Occupancy.
- C This Contractor price includes all escalation costs for labor and material for the duration of this project.
- D ~~This Contractor shall perform any other services not otherwise included in this agreement, without additional cost to the Contract sum, if reasonably required in the Construction Manager's judgment and or inferred from the Contract Documents, to fully complete the work in accordance with the plans and specifications for the project.~~ #B/C
- E ~~This Contractor will submit, in writing to the Construction Manager's field office, no later than 12:00 p.m. (noon) of each workday, an accurate manpower count. In addition, this Contractor will include a brief description of the work and where it is being performed.~~ #B/C
- F ~~This Manufacturer shall be responsible for the damage caused by its own personnel any of this Manufacturers, Sub-Subcontractors, suppliers, vendors, etc) to existing construction, equipment, fixtures, finishes, finish surfaces, adjacent areas of construction, utilities, or adjoining properties,~~ #B/C
- G All controlled testing and inspection requirements, required by the Contract Documents, Owner code, law, regulations or agencies will be arranged for and paid for by the Owner. This Manufacturer is to cooperate with the testing agencies for all inspections required to be performed whether in the shop and or plant. This Manufacturer shall notify the Construction Manager in advance of items being



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ready to be inspected and shall schedule inspections as required. If this does occur this Manufacturer will be responsible for any and all costs associated with a different means of testing procedures that may be utilized to ensure proper construction procedures.

H. All materials permanently installed in the project are New York State Sales Tax Exempt.

End of Rider

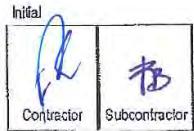


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**Monadnock Construction, Inc.**  
**Subcontract Rider 6, Compliance Requirements**

Subcontractors of every tier may be required to provide compliance documents if and when such documents are requested by the General Contractor, Owner and/or any Federal, City or State Agency.





## Transmittal #8

Monadnock Construction  
155-3rd Street  
Brooklyn, New York 11231  
Phone: 718-875-8160  
Fax: 718-802-1102

Project: 3550 - Hunters Point South-Parcel B  
155 Borden Avenue  
Queens, New York 11101

### Parcel B-Executed Contract

TO: Federico Balestrazzi (Glasswall)  
3550 NW 49th Street  
Miami, Florida 33142

FROM: Delphia Woode (Monadnock Construction)  
155-3rd Street  
Brooklyn, New York 11231

CREATED DATE: 02/01/2013

COPIES TO:

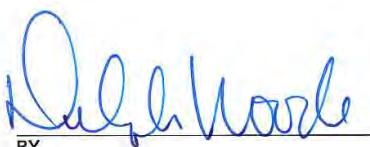
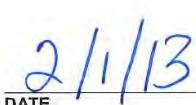
TRANSMIT:	VIA:	FOR:	ACTION:
Select Delivery Method:	Select Delivery Method:		

### Transmittal Items

#### Notes

Federico,

Attached please find your Hunters Point South-Parcel B Fully Executed Furnish Structurally Glazed Window Wall, Storefronts & Doors Contract for your records. If you have any questions please contact us.

   
BY DATE COPIES TO



### **Standard Form of Agreement Between Contractor and Subcontractor**

**AGREEMENT** made as of the Third day of January in the year Two Thousand Thirteen  
(In words, indicate day, month and year, year)

**BETWEEN** the Contractor:  
(Name, legal status, address and other information)

Monadnock Construction, Inc.  
155-3rd Street  
Brooklyn, New York 11231

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Subcontractor/Manufacturer:  
(Name, legal status, address and other information)

Glasswall  
3550 NW 49<sup>th</sup> Street  
Miami, Florida 33142

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference.

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: January 3, 2013

This document has been approved and endorsed by the Associated Specialty Contractors, Inc.

with the Owner:  
(Name, legal status, address and other information)

HPS Borden Avenue Associates, LLC  
60 Columbus Circle  
New York, New York 10023

for the following Project:  
(Name, location and detailed description)

HPS "Parcel B"  
1-55 Borden Avenue  
Long Island City, New York 11101

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor/Manufacturer.

The Architect for the Project:  
(Name, legal status, address and other information)

Ismael Leyva Architects, P.C.  
48 West 37<sup>th</sup> Street, #13  
New York, New York 10018

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| The Contractor and the Subcontractor Manufacturer agree as follows.

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- 2 MUTUAL RIGHTS AND RESPONSIBILITIES
- 3 CONTRACTOR
- 4 SUBCONTRACTOR MANUFACTURER
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- 8 THE WORK OF THIS SUBCONTRACT
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## ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

§ 1.2 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™-2007, A201, General Conditions of the Contract for Construction.

§ 1.3 The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, Manufacturer, (2) between the Owner and the Subcontractor, Manufacturer, or (3) between any persons or entities other than the Contractor and Subcontractor, Manufacturer.

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User Notes:

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§ 1.4 The Contractor shall make available the Subcontract Documents to the Subcontractor prior to execution of this Agreement, Manufacturer and thereafter, upon request, but the Contractor may charge the Subcontractor Manufacturer for the reasonable cost of reproduction.

#### ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor Manufacturer shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201-2007-A201, apply to this Agreement pursuant to Section 1.2 and provisions of the Prime Contract apply to the Work of the Subcontractor, Manufacturer, the Contractor shall assume toward the Subcontractor Manufacturer all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor Manufacturer shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor Manufacturer that the Owner, under such documents, has against the Contractor, and the Subcontractor Manufacturer shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

#### ARTICLE 3 CONTRACTOR

##### § 3.1 SERVICES PROVIDED BY THE CONTRACTOR

§ 3.1.1 The Contractor shall cooperate with the Subcontractor Manufacturer in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Manufacturer's Work and shall expedite written responses to submittals made by the Subcontractor Manufacturer in accordance with Section 4.1 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor Manufacturer copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor Manufacturer to plan and perform the Subcontractor's Manufacturer's Work properly. The Contractor shall promptly notify the Subcontractor Manufacturer of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.1.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor, Manufacturer's materials.

§ 3.1.3 Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

##### § 3.2 COMMUNICATIONS

§ 3.2.1 The Contractor shall promptly make available to the Subcontractor Manufacturer information, including information received from the Owner, that affects this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's Manufacturer's employees or to the Subcontractor's Sub-subcontractors' Manufacturer's Sub-Manufacturers or material suppliers unless such persons are designated as authorized representatives of the Subcontractor, Manufacturer.

§ 3.2.3 The Contractor shall permit the Subcontractor, Manufacturer to request directly from the Architect information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor, Manufacturer.

§ 3.2.4 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor, Manufacturer or anyone directly or indirectly employed by them (other than the Subcontractor, Manufacturer), the Contractor shall, prior to harmful exposure of the Subcontractor's Manufacturer's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor, Manufacturer in sufficient detail and time to permit the Subcontractor's Manufacturer's compliance with such laws.

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§ 3.2.5 The Contractor shall furnish to the Subcontractor Manufacturer within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor Manufacturer to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein.

§ 3.2.6 If the Contractor asserts or defends a claim against the Owner that relates to the Work of the Subcontractor Manufacturer, the Contractor shall promptly make available to the Subcontractor Manufacturer all information relating to the portion of the claim that relates to the Work of the Subcontractor Manufacturer.

### § 3.3 CLAIMS BY THE CONTRACTOR

§ 3.3.1 Liquidated damages for delay, if provided for in Section 9.3 of this Agreement, shall be assessed against the Subcontractor Manufacturer only to the extent caused by the Subcontractor Manufacturer or any person or entity for whose acts the Subcontractor Manufacturer may be liable, and in no case for delays or causes arising outside the scope of this Subcontract. *Liquidated damages will be capped at \$100,000.* *NFB*

§ 3.3.2 The Contractor's claims for the costs of services or materials provided due to the Subcontractor's Manufacturer's failure to execute the Work shall require

- .1 seven days' written notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor Manufacturer of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

### § 3.4 CONTRACTOR'S REMEDIES

If the Subcontractor Manufacturer defaults or neglects to carry out the Work in accordance with this Agreement and fails within ~~five~~ ~~three~~ working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by appropriate Modification, ~~-, after three days following receipt by the Manufacturer of an additional written notice~~ and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor Manufacturer.

## ARTICLE 4 SUBCONTRACTOR

## ARTICLE 4 MANUFACTURER

### § 4.1 EXECUTION AND PROGRESS OF THE WORK

§ 4.1.1 For all Work the Subcontractor Manufacturer intends to subcontract, the Subcontractor Manufacturer shall enter into written agreements with Sub-subcontractors Sub-Manufacturers performing portions of the Work of this Subcontract by which the Subcontractor Manufacturer and the Sub-subcontractor Sub-Manufacturer are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor Sub-Manufacturer, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor Manufacturer assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor Manufacturer have by virtue of the provisions of this Agreement.

§ 4.1.2 The Subcontractor Manufacturer shall supervise and direct the Subcontractor's Manufacturer's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Manufacturer's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors, Manufacturers, the Owner, or separate contractors.

§ 4.1.3 The Subcontractor Manufacturer shall promptly submit Shop Drawings, Product Data, Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors, Manufacturers.

§ 4.1.4 The Subcontractor Manufacturer shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as ~~mutually agreed, required by the Contractor,~~ including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

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§ 4.1.5 The Subcontractor-Manufacturer agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor-Manufacturer that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor-Manufacturer if consistent with the intent expressed in the Prime Contract.

§ 4.1.6 The Subcontractor-Manufacturer shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.1.7 The Subcontractor shall take necessary precautions to protect properly the work of other subcontractors from damage caused by operations under this Subcontract.

§ 4.1.8 The Subcontractor-Manufacturer shall cooperate with the Contractor, other subcontractors, Manufacturers, the Owner, and separate contractors whose work might interfere with the Subcontractor's Manufacturer's Work. The Subcontractor-Manufacturer shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, or the Contractor, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor-Manufacturer and that of the Contractor, other subcontractors, Manufacturers, the Owner, or separate contractors.

#### § 4.2 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 4.2.1 The Subcontractor-Manufacturer shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor-Manufacturer shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Manufacturer's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.2.2 The Subcontractor-Manufacturer shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

#### § 4.3 SAFETY PRECAUTIONS AND PROCEDURES

§ 4.3.1 The Subcontractor-Manufacturer shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor-Manufacturer shall report to the Contractor within three days one day an injury to an employee or agent of the Subcontractor-Manufacturer which occurred at the site.

§ 4.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors-Manufacturer, the Manufacturer's Sub-Manufacturers or anyone directly or indirectly employed by them, the Subcontractor-Manufacturer shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors-Manufacturers and other employers on the site.

§ 4.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor-Manufacturer, the Manufacturer shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Manufacturer's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor-Manufacturer. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's Manufacturer's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

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**§ 4.3.4** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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**§ 4.3.5** The Subcontractor Manufacturer shall indemnify the Contractor for the cost and expense the Contractor incurs (1) for remediation of a material or substance brought to the site and negligently handled by the Subcontractor or (2) Manufacturer or 2) where the Subcontractor Manufacturer fails to perform its obligations under Section 4.3.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

**§ 4.4 CLEANING UP**

**§ 4.4.1** The Subcontractor Manufacturer shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor Manufacturer shall not be held responsible for conditions caused by other contractors or subcontractors Manufacturers.

**§ 4.4.2** As provided under Section 3.3.2, if the Subcontractor Manufacturer fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor Manufacturer for the Subcontractor's Manufacturer's appropriate share of cleanup costs.

**§ 4.5 WARRANTY**

The Subcontractor Manufacturer warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor Manufacturer further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's Manufacturer's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, Manufacturer, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor Manufacturer shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Document.

**§ 4.6 INDEMNIFICATION**

**§ 4.6.1** To the fullest extent permitted by law, the Subcontractor Manufacturer shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Manufacturer's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, Manufacturer, the Manufacturer's Sub-Manufacturers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.6.

**§ 4.6.2** In claims against any person or entity indemnified under this Section 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, Manufacturer, the Manufacturer's Sub-Manufacturers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable

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by or for the Subcontractor-Manufacturer or the Subcontractor's Sub-subcontractors-Manufacturer's Sub-Manufacturers under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### § 4.7 REMEDIES FOR NONPAYMENT

If the Contractor does not pay the Subcontractor-Manufacturer through no fault of the Subcontractor-Manufacturer, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor-Manufacturer may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor-Manufacturer's reasonable costs of demobilization, delay and remobilization.

### ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor-Manufacturer of the Modification. Unless otherwise directed by the Contractor, the Subcontractor-Manufacturer shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor-Manufacturer may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor-Manufacturer, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor-Manufacturer shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. A claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's claim must be made. Failure of the Subcontractor-Manufacturer to make such a timely claim shall bind the Subcontractor-Manufacturer to the same consequences as those to which the Contractor is bound.

### ARTICLE 6 MEDIATION AND BINDING DISPUTE RESOLUTION

#### § 6.1 MEDIATION

§ 6.1.1 Any claim arising out of or related to this Subcontract, except claims as otherwise provided in Section 4.1.5 and except those waived in this Subcontract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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#### § 6.2 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Contractor and Subcontractor-Manufacturer do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: Other (Specify)

#### § 6.3 ARBITRATION

§ 6.3.1 If the Contractor and Subcontractor-Manufacturer have selected arbitration as the method of binding dispute resolution in Section 6.2, any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

§ 6.3.3 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described in the written consent.

§ 6.3.5 The Contractor and Subcontractor-Manufacturer grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor-Manufacturer under this Agreement.

§ 6.3.6 This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

#### § 7.1 TERMINATION BY THE SUBCONTRACTOR TERMINATION BY THE MANUFACTURER

The Subcontractor-Manufacturer may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor-Manufacturer for any reason which is not the fault of the Subcontractor, Sub-subcontractors-Manufacturer, Sub-Manufacturers or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor-Manufacturer, the

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Manufacturer shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

#### § 7.2 TERMINATION BY THE CONTRACTOR

§ 7.2.1 If the Subcontractor Manufacturer repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day seven working day period after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by written notice to the Subcontractor Manufacturer and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Manufacturer's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Manufacturer's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor Manufacturer. If such expense and damages exceed such unpaid balance, the Subcontractor Manufacturer shall pay the difference to the Contractor.

§ 7.2.2 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver written notice to the Subcontractor Manufacturer.

§ 7.2.3 Upon receipt of written notice of termination, the Subcontractor Manufacturer shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.2.4 In case of such termination for the Owner's convenience, the Subcontractor Manufacturer shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

#### § 7.3 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE

§ 7.3.1 The Contractor may, without cause, order the Subcontractor Manufacturer in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor Manufacturer shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 An adjustment shall be made for increases in the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor Manufacturer is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

#### § 7.4 ASSIGNMENT OF THE SUBCONTRACT

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201-2007 provided the Owner accepts the assignment. A201 and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract. In such event, the Owner shall assume the Contractor's rights and obligations under the Subcontract Documents. If the Work of the Prime Contract has been suspended for more than 30 days, the Manufacturer's compensation shall be equitably adjusted. *Manufacturer to provide material supply bond* PK

§ 7.4.2 Without the Contractor's written consent, the Subcontractor Manufacturer may not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract. Any requests for assignment must be made by written notification to the Contractor.

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#### ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor Manufacturer shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others. *(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted alternates.)*

#### ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontractor's Manufacturer's date of commencement is the date from which the Subcontract Time of Section 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

§ 9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor Manufacturer shall notify the Contractor in writing not less than five days before commencing the Subcontractor's Manufacturer's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 9.3 The Work of this Subcontract shall be substantially completed not later than Production start date to be on or about April 15, 2013 and Windows ready to ship to New York on July 1, 2013

*(Insert the calendar date or number of calendar days after the Subcontractor's Manufacturer's date of commencement. Also insert any requirements for earlier substantial completion of certain portions of the Subcontractor's Manufacturer's Work, if not stated elsewhere in the Subcontract Documents.)*

With all possible speed, Manufacturer will diligently perform the work, and maintain men in sufficient numbers and materials and equipment in sufficient quantities to accomplish the rapid completion of the job.

Portion of Work

FB 12

Substantial Completion Date

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

§ 9.4 With respect to the obligations of both the Contractor and the Subcontractor, Manufacturer, time is of the essence of this Subcontract.

§ 9.5 No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor Manufacturer in accordance with Section 5.3.

#### ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor Manufacturer in current funds for performance of the Subcontract the Subcontract Sum of (\$ ), Four Million Five Hundred Eighty Seven Thousand Four Hundred and Ninety Eight Dollars (\$4,587,498.00), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:  
*(Insert the numbers or other identification of accepted alternates.)*

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HP N

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| See Rider 5, Scope of Work

| § 10.3 Unit prices, if any:

| *(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

| See Rider 5, Scope of Work

Item	Units and Limitations	Price Per Unit(\$0.00)
------	-----------------------	------------------------

| § 10.4 Allowances included in the Subcontract Sum, if any:

| *(Identify allowance and state exclusions, if any, from the allowance price.)*

| See Rider 5, Scope of Work

Item	Price
------	-------

#### ARTICLE 11 PROGRESS PAYMENTS

| § 11.1 Based upon applications for payment submitted to the Contractor by the Subcontractor, Manufacturer, corresponding to applications for payment submitted by the Contractor to the Architect, and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor-Manufacturer as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor-Manufacturer for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor-Manufacturer for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor-Manufacturer for which payment was made to the Contractor by the Owner or to the Subcontractor-Manufacturer by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, Manufacturer, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor-Manufacturer for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor-Manufacturer for breach of the requirements of this provision.

| § 11.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

| Monthly cycle covered by each application shall be determined by Owner and Owner's lender. Contractor shall notify Manufacturer of applicable dates. Manufacturer's approved requisition submitted by the 20<sup>th</sup> day of the cycle for work completed through the end of the prior cycle, will be paid within 3 working days of receipt of payment of payment from Owner by Contractor.

| § 11.3 Provided an application for payment is received by the Contractor not later than the TBA day of a month, the Contractor shall include the Subcontractor's Manufacturer's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor Manufacturer each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a certificate for payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, Manufacturer, the Contractor shall pay the Subcontractor, Manufacturer, on demand, a progress payment computed as provided in Sections 11.7, 11.8 and 11.9.

| § 11.4 If the Subcontractor's Manufacturer's application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Manufacturer's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect.

| § 11.5 The Subcontractor-Manufacturer shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Manufacturer's first Application for Payment made out in such detail as the Contractor and Manufacturer may agree upon or as required by the Contractor and supported by such evidence as the Contractor may require. Each subsequent application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor-Manufacturer in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Manufacturer's Work and be prepared in such form and supported by such data to substantiate its

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accuracy as the Contractor may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's Manufacturer's applications for payment.

**§ 11.6** Applications for payment submitted by the Subcontractor Manufacturer shall indicate the percentage of completion of each portion of the Subcontractor's Manufacturer's Work as of the end of the period covered by the application for payment.

**§ 11.7** Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as set forth in the sections below.

**§ 11.7.1** Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Manufacturer's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Manufacturer's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor Manufacturer. Pending final determination of cost to the Contractor of changes in the Work that have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

**§ 11.7.2** Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;

**§ 11.7.3** Subtract the aggregate of previous payments made by the Contractor; and

**§ 11.7.4** Subtract amounts, if any, calculated under Section 11.7.1 or 11.7.2 that are related to Work of the Subcontractor Manufacturer for which the Architect has withheld or nullified, in whole or in part, a certificate of payment for a cause that is the fault of the Subcontractor Manufacturer.

**§ 11.8** Upon the partial or entire disapproval by the Contractor of the Subcontractor's Manufacturer's application for payment, the Contractor shall provide written notice to the Subcontractor Manufacturer. When the basis for the disapproval has been remedied, the Subcontractor Manufacturer shall be paid the amounts withheld.

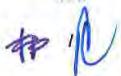
#### **§ 11.9 SUBSTANTIAL COMPLETION**

When the Subcontractor's Manufacturer's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor Manufacturer, make prompt application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor Manufacturer, deducting any portion of the funds for the Subcontractor's Manufacturer's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor Manufacturer. Such payment to the Subcontractor Manufacturer shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Manufacturer's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor Manufacturer, will reduce the retainage on the Subcontractor's Manufacturer's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

#### **ARTICLE 12 FINAL PAYMENT**

**§ 12.1** Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor Manufacturer when the Subcontractor's Manufacturer's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's Manufacturer's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

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*(Insert provisions for earlier final payment to the Subcontractor, Manufacturer, if applicable.)*

§ 12.2 Before issuance of the final payment, the Subcontractor, Manufacturer, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Manufacturer's Work have been satisfied. Acceptance of final payment by the Subcontractor Manufacturer shall constitute a waiver of claims by the Subcontractor, Manufacturer, except those previously made in writing and identified by the Subcontractor Manufacturer as unsettled at the time of final application for payment.

#### ARTICLE 13 INSURANCE AND BONDS

§ 13.1 The Subcontractor Manufacturer shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor Manufacturer, Contractor, and other additional insureds from claims that may arise out of, or result from, the Subcontractor's Manufacturer's operations and completed operations under the Subcontractor Subcontract.

See Rider 3, Insurance and Indemnification

Type of insurance or bond	Limit of liability or bond amount (\$0.00)(\$ 0.00)
---------------------------	---

§ 13.2 Coverages, whether

Coverage shall be written on an occurrence or claims-made basis, basis and shall be maintained without interruption from the date of commencement of the Subcontractor's Work Manufacturer's work until the date of final payment and termination of any coverage payment. Coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage Manufacturer shall include completed operations as specified in the Prime Contract. All insurance except Completed Operations must be on an occurrence basis.

§ 13.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Manufacturer's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor Manufacturer with reasonable promptness according to the Subcontractor's Manufacturer's information and belief.

§ 13.4 The Subcontractor Manufacturer shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's Manufacturer's negligent acts or omissions during the Subcontractor's Manufacturer's operations; and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's Manufacturer's negligent acts or omissions during the Subcontractor's Manufacturer's completed operations.

§ 13.5 The Contractor shall furnish to the Subcontractor Manufacturer satisfactory evidence of insurance required of the Contractor under the Prime Contract.

§ 13.6 The Contractor shall promptly, upon request of the Subcontractor, Manufacturer, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 13.7 Performance Bond and Payment Bond:

*(If the Subcontractor Manufacturer is to furnish bonds, insert the specific requirements here.)*

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Bond type	Bond amount (\$0.00)(\$ 0.00)	Bond delivery date	Bond form
<u>Supply Bond</u>	4,587,498	<u>January 3, 2013</u>	<u>A312</u>

#### § 13.8 PROPERTY INSURANCE

§ 13.8.1 When requested in writing, the Contractor shall provide the Subcontractor Manufacturer with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor Manufacturer if the required property insurance policies are not in effect.

§ 13.8.2 If the required property insurance is not in effect for the full value of the Subcontractor's Manufacturer's Work, then the Subcontractor Manufacturer shall purchase insurance for the value of the Subcontractor's Manufacturer's Work, and the Subcontractor Manufacturer shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 13.8.3 Property insurance for the Subcontractor's Manufacturer's materials and equipment required for the Subcontractor's Manufacturer's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

#### § 13.9 WAIVERS OF SUBROGATION

The Contractor and Subcontractor Manufacturer waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, Manufacturers, sub-Manufacturers, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, Manufacturers, sub-Manufacturers, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor Manufacturer shall require of the Subcontractor's Sub-subcontractors, Manufacturer's Sub-Manufacturers, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

### ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS

§ 14.1 The Contractor shall furnish and make available at no cost to the Subcontractor Manufacturer the Contractor's temporary facilities, equipment and services, except as noted below:

Temporary Facility, Equipment or Service	Cost, if any (\$0.00)(\$ 0.00)
<u>See Rider 1, Conditions</u>	

§ 14.2 Specific working conditions:

*(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)*

### ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 15.2 Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%—NONE

§ 15.3 Retainage and any reduction thereto are as follows: 0%

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§ 15.4 The Contractor and Subcontractor-Manufacturer waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7.

#### ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated in the sections below.

§ 16.1.1 This executed AIA Document A401-2007, Standard Form of Agreement Between Contractor and Subcontractor-Manufacturer.

§ 16.1.2 The Prime Contract, consisting of the Agreement between the Owner and Contractor dated as first entered above and the other Contract Documents enumerated in the Owner-Contractor Agreement.

§ 16.1.3 The following Modifications to the Prime Contract, if any, issued subsequent to the execution of the Owner-Contractor Agreement but prior to the execution of this Agreement:

See Rider 4, Contract Documents

Modification	Date
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§ 16.1.4 Additional Documents, if any, forming part of the Subcontract Documents:

.1 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents:

*(List here any additional documents that are intended to form part of the Subcontract Documents. Requests for proposal and the Subcontractor's Manufacturer's bid or proposal should be listed here only if intended to be made part of the Subcontract Documents.)*

1. Rider 1, Conditions
2. Rider 2, Project Safety Manual
3. Rider 3, Insurance and Indemnification
4. Rider 4, Contract Documents, Current Drawing Log
5. Rider 5, Scope of Work
6. Rider 6, Compliance

This Agreement entered into as of the day and year first written above.

CONTRACTOR (Signature)

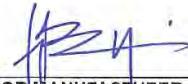
  
PAUL COLAPINTO

(Printed name and title)

Project Executive

1/31/13

SUBCONTRACTOR MANUFACTURER (Signature)

  
FEDERICO DALE STRAZZI, PRESIDENT

(Printed name and title)

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***Certification of Document's Authenticity***

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:57:03 on 01/29/2013 under Order No. 6732828170\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A401™ – 2007, Standard Form of Agreement Between Contractor and Subcontractor, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

*(Signed)*

  
*Brian H.*

*(Title)*

*President*

*(Dated)*

*1.30.13*



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**Monadnock Construction, Inc.**

**Subcontract Rider 1, Conditions**

Notwithstanding anything to the contrary contained in the Subcontract, the following terms and conditions apply:

**Article 3, Services Provided by the Contractor**

- A. Monadnock shall provide temporary power, light, and water.
- B. Subcontractor shall provide portable generators if required due to the lack of electrical services at the time of the work.
- C. If there is an interruption to any site services provided by Monadnock there shall be no extensions of time, unless such interruption lasts more than one day and substantially effects the work of the Subcontractor. There shall be no extra costs paid for walk up time that may be incurred as a result of vertical transportation breakdown, if such is provided by Monadnock. The Subcontractor and its employees shall continue to work and walk to the place of the work, if necessary, during any breakdown.
- D. Subcontractor's shanties, if any, shall be of fireproof construction and shall be placed and relocated when and where directed by Monadnock. Light and power for such shanties shall be the responsibility of this Subcontractor.

**Article 4.1, Execution and Progress of the Work**

- A. Manufactuer has visited the site and accepts all conditions "as-is" including but not limited to buildings, properties, streets, sidewalks, etc.
- B. Manufactuer shall maintain the construction schedule as established by Monadnock, and shall properly staff the project to keep up with job progress. Time is of the essence, and, in the event overtime or other costs are required to keep abreast of the construction schedule, it shall be performed at no additional cost to Monadnock.
- C. Manufactuer shall perform work when and as directed by Monadnock. Monadnock may require Subcontractor to perform work on any area at different times and/or intervals including portions out of sequence, to temporarily omit a portion of the work and later fill in such portions when directed. Out of sequence and comeback work shall be at no additional cost to Monadnock.
- D. Subcontractor shall provide all proper supervision, including management, engineering, expediting and field operations. Subcontractor's work shall be performed by qualified mechanics and supervised by qualified foremen.
- E. Manufactuer shall coordinate all deliveries to the site with Monadnock, and shall provide all necessary equipment and personnel for expeditious unloading, storage, distribution and protection. Subcontractor shall provide flagmen or other personnel necessary to maintain traffic and safeguard the public.
- F. Manufactuer shall adequately protect all material and store as directed by the Contractor.

*RP M*

- ~~G. Subcontractor's work shall be performed by union labor, and by trades having jurisdiction. Should questions of union jurisdiction arise the Manufacturer shall immediately take measures to settle any disputes and shall employ such labor as may be determined to have jurisdiction, without additional cost. Shall Subcontractor fail to take expeditious action, the Subcontractor shall be responsible to Monadnock for any time lost and costs incurred.~~
- ~~H. Subcontractor shall leave debris in one pile on each floor. Monadnock shall provide carting for debris.~~
- ~~I. Subcontractor acknowledges and recognizes community labor factors, and agrees to provide harmony with same.~~

#### **Article 4.2, Laws, Permits, Fees and Notices**

Manufacturer shall provide necessary coordination, testing, inspections by and for, and permits and signoffs from any governmental agencies, utilities, etc. with jurisdiction over its trade, including Department of Buildings filings and signoffs. Manufacturer shall cooperate fully with any testing and inspection agency retained by the Owner or Monadnock, including performing any remedial work recommended by the inspector.

#### **Article 4.3, Safety Precautions and Procedures.**

- A. Manufacturer shall cooperate with and abide by the Monadnock Subcontractor Safety Disciplinary Program and Project Safety Manual.
- B. Any safety concerns brought to the Manufacturer's attention by Monadnock shall be corrected immediately. If Manufacturer does not take corrective action within the time required by Monadnock, Monadnock may remedy the situation at Manufacturer's expense.
- C. Subcontractor shall submit copies of their Safety and Hazard Communication Programs along with all appropriate Material Safety Data Sheets to Monadnock prior to start of work. Manufacturer shall notify Contractor of any hazardous material it intends to use on the job.
- D. This is a Hard Hat job. All Manufacturer's personnel on site shall wear hard hats at all times.
- ~~E. Subcontractor shall hold Toolbox Safety Meetings for its workers on a regular basis, and provide record of such meetings to Monadnock.~~
- ~~F. Subcontractor shall provide in-line GFCI's for all power tools and equipment used by Subcontractor's personnel, and shall properly maintain all power tools and extension cords used by Subcontractor's personnel.~~
- ~~G. Subcontractor shall immediately properly reinstall or repair as required any protection which it removes or causes to be removed for its work or other reasons, or bear the cost of such reinstallation or repair.~~
- H. Alcohol, drugs and weapons will not be allowed on the site, and shall be cause for immediate expulsion from the site by Monadnock.

#### **Article 4.4, Cleaning Up**

~~Subcontractor shall leave its debris in one pile on each floor. Monadnock shall provide carting for debris removal.~~

*FBM*

#### **Article 4.5, Warranty**

The Manufacturer agrees to guarantee to the Owner and Monadnock all work covered by this agreement, to run for a period of one (1) year from the date of initial occupancy, and shall furnish all material, labor, and equipment required during this period to correct defects or errors in the work, material, and equipment without charge. ~~For all mechanical work (plumbing, heating, sprinkler, electrical, ventilation and air conditioning) this guaranty shall be for two years.~~

#### **Article 5, Changes in the Work**

- A. Any change shall be approved by Monadnock prior to performing the work, including any authorization for time-and-materials work. Any extra work performed without prior approval will not be reimbursed.
- ~~B. Subcontractor shall have any work tickets signed by Monadnock's Superintendent on the same day the work is performed, with a copy for Monadnock's records. This signature is limited to confirming that work was done and/or verifying time and materials expended. The actual determination that such work is a change to the Subcontract shall be established by Monadnock's Project Manager.~~
- ~~C. Subcontractor shall present an invoice for any change, including T&M work, within thirty (30) days. After thirty (30) days, all claims for change will be rejected.~~
- D. In the event Contract Documents are revised, Manufacturer shall notify Monadnock of any proposed change to Subcontract price within 15 calendar days from receipt of said documents. If such notice is not made within this time period, then the revised documents shall become part of this Subcontract with no change in Subcontract Price.

#### **Article 8, The Work of This Subcontract.**

- A. Manufacturer includes all work or materials that may be reasonably inferred and needed to make its work complete or that may be required by local code or good construction practice including but not limited to any necessary equipment, hoisting, scaffold, bracing, shoring, cutting, chopping or other work.
- ~~B. Subcontractor shall perform all layout required for the installation of its work. Base lines and benchmarks shall be provided by Monadnock.~~
- C. Manufacturer shall pay all applicable sales and use taxes.
- ~~D. Cost of Master Mechanic, if required, shall be prorated among all Subcontractors on the job who contribute to the requirement of a Master Mechanic by the number of Operating Engineers each Subcontractor employs. The Master Mechanic shall be employed by the Subcontractor employing the most Operating Engineers on the job, or if an equal number of Operating Engineers are employed by more than one Subcontractor then by the last Subcontractor on the job whose operations require a Master Mechanic. Contractor shall reimburse employing Subcontractor and deduct appropriate sums from the payments to contributing Subcontractors.~~
- ~~E. Cost of overtime for Teamster Foreman, Operating Engineers, Elevator Mechanics, Electricians, Plumbers, Laborers, or any other necessary standby trades caused by Manufacturer's deliveries, unloading, or work operations required to maintain the schedule shall be charged to Subcontractor. If such overtime is required by the Contractor to accelerate the schedule, the cost of the overtime shall be borne by the Contractor.~~

*#B N*

**Monadnock Construction, Inc.**  
**PROJECT SAFETY MANUAL**

I, FEDERICO BALESTRIZZI, PRESIDENT, of GLAZIWALL LLC,  
(Name) (Title) (Contractor)

hereby acknowledge receipt of the Monadnock Construction, Inc. Project Safety Manual, Mandatory OSHA 10 Hour Training Requirement Memo and Smoking Rules on Construction Sites which is hereby made part of the contract.

  
\_\_\_\_\_  
Signature



### Rider 3, Insurance

#### **Contractor's Controlled Insurance Program ("CCIP")**

Monadnock Construction, Inc. has implemented a Contractor Controlled Insurance Program (CCIP), which includes the following types and minimum amounts of insurance, naming as Insureds Monadnock Construction, Inc. and enrolled Contractors, Subcontractors, Sub-Subcontractors ("Contractors") of any tier. Said insurance shall apply only to the work operations of an insured at the designated jobsite. Insurance coverage provided by Monadnock Construction, Inc. under the CCIP shall not extend to the activities and products of suppliers, material vendors, haulers, truckers, and owner/operators whose employees perform no on-site work or are engaged solely in loading, unloading, stocking, testing or hauling of equipment, supplies, or materials. Such persons or entities shall be required to provide their own insurance, as specified in Section B of the Insurance Requirements.

#### **SECTION A CONTRACTOR CONTROLLED INSURANCE PROGRAM (CCIP) COVERAGE**

##### **1. On-Site Workers' Compensation and Employer's Liability:**

###### **Coverage A**

###### **Statutory Benefits**

Liability imposed by the Workers' Compensation and/or Occupation disease statute of the State of New York and any other governmental authority having jurisdiction or if related to the work performed on the project.

###### **Coverage B**

###### **Employer's Liability**

Limits of \$1,000,000 bodily injury per accident/employee; \$1,000,000 bodily injury per disease/employee; \$1,000,000 policy by disease

###### **Extensions of Coverage**

###### **Other States Endorsement**

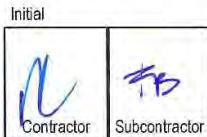
###### **Voluntary Compensation**

Thirty (30) day written notice of cancellation, non-renewal or material change

Borrowed Servant Coverage – as necessary

Alternate Employers Endorsement – as necessary

Amendment Notice of Occurrence



2. On-Site Commercial General Liability Insurance:

Occurrence Form including:

Coverage A - Bodily Injury and Property Damage  
Coverage B - Personal and Advertising Injury  
Coverage C - Medical Payments

Limits of Liability (Aggregates Reinstated Annually)

General Aggregate (Other than Products/Completed Operations)	\$4,000,000
Products/Completed Operations	\$4,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Legal Liability	\$ 5,000
Medical Payments	\$ 100,000

This insurance provides independent contractors coverage, contractual liability (including deletion of personal injury and railroad exclusions), premises/operations, products/completed operations, blanket explosion, collapse and underground coverage, severability of interests provision and a waiver of subrogation. This policy also provides Extended Products/Completed Operations – Ten (10) years after final acceptance by the owner or ten (10) years after the entire project is placed into operations. Notice and Knowledge of Occurrence is also included.

3. Excess Liability Insurance

In addition, limits of \$50,000,000 each occurrence and \$50,000,000 Annual Aggregate will be provided. This insurance will contain ten (10) years Extended Products/Completed Operations Coverage.

Each enrolled Contractor will receive a Certificate of Insurance evidencing coverage provided under this program.

4. Builders Risk

Builder's Risk Insurance is not provided under the CCIP.

5. Policy Period

The policy period is effective on your start date and will expire on the annual expiration date of the CCIP policy. If you work has not been completed, a renewal policy/certificate of insurance will be issued and forward.



6. Coverage Expiration

Except for Completed Operations, it is intended the insurance furnished by the Monadnock Construction, Inc. CCIP will discontinue for each subcontractor upon certified completion and final acceptance of their work.

The CCIP may also be discontinued in the event the project is substantially delayed for an extended period of time or the project is terminated for any cause.

7. Availability of Coverage

Subject to market availability all insurance specified herein shall be maintained continuously under the project final completion as certified by the Architect and until accepted and approved by Monadnock Construction, Inc. All insurance shall provide for the Owner to take occupancy of the work or any party thereof during the term of said insurance. If coverage is diminished or cannot be renewed due to market constraints and limitations, or if there is any material change in any policy or condition all insured contractors will be notified within in the thirty day cancellation or non-renewal period provided in the policies.

In the event any contractor must subsequently provide their own coverage, either due to market constraints after the CCIP coverage was officially discontinued, reimbursement for such coverages will be subject to the commercial terms and conditions as set for in this contract or any amendment thereto.

8. Insurance Policies and Certificates

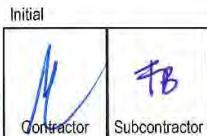
Aon, the insurance broker and CCIP Administrator, will issue Certificates of Insurance evidencing Workers Compensation, Commercial General Liability and Excess Liability to each enrolled contractor. Copies of liability policies will be made available to enrolled contractors upon written request to Aon.

9. Governing Conditions

In the event of conflict between Insurance Policies Terms and Conditions and this Addendum concerning Coverage Conditions, the insurance policies will govern.

10. Waiver of Subrogation

Monadnock Construction, Inc., and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance required under this article or any other insurance actually carried by the Owner or Contractor respectively. The Contractor shall require similar waivers by lower-tier subcontractors in accordance with this agreement. All insurance policies required hereunder shall permit and recognize such waivers of subrogation.



**Section B**  
**Contractor Furnished Insurance**  
**Excluded Parties Insurance**

Coverages provided under the CCIP apply only to on-site work. It is necessary for the Contractors and their sub-contractors to maintain the following insurance coverages for off-site operations. Excluded parties and their sub-contractors must maintain the following insurance coverages for off-site and on-site operations:

1. Workers Compensation and Employers Liability:

Coverage A

Statutory Benefits

Liability imposed by the Workers' Compensation and/or Occupation Disease state and statutes and any other governmental authority having jurisdiction or if related to the work performed on the project.

Coverage B

Employer's Liability

Limits of \$1,000,000 bodily injury per accident/employee; \$1,000,000 bodily injury per disease/employee; \$1,000,000 per disease

2. Commercial General Liability and Excess Insurance

Occurrence Form including:

Coverage A - Bodily Injury and Property Damage

Coverage B - Personal and Advertising Injury

Coverage C - Medical Payments

Limits of Liability (Aggregates Reinstated Annually)

General Aggregate (Other than Products/Completed Operations)	\$4,000,000	\$2,000,000	FB
Products/Completed Operations	\$2,000,000		
Personal & Advertising Injury	\$1,000,000		
Each Occurrence Limit	\$2,000,000	\$1,000,000	FB

This insurance shall also contain the following endorsements:

- General Aggregate applies "per project"
- Additional Insureds on a primary and non-contributory basis
- Additional Insureds: See Exhibit A
- Waiver of Subrogation



Limits of Liability (Umbrella Insurance)

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

3. Business Automobile Liability

Providing coverage for bodily injury and property damage with respect to all vehicles used in the performance of the services, whether owned, non-owned, leased, hired, or assigned.

Limits of Liability: \$1,000,000 per Occurrence

The following shall be included under the policy:

- Additional Insureds as required by the contract
- Thirty (30) days written notice of cancellation, non-renewal or material change to Monadnock Construction, Inc. and Aon

4. State Disability Benefits – Statutory as required by State

5. Contractor Construction Equipment Insurance

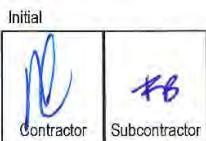
Any policies maintained by the Contractor on their owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Owner, Monadnock Construction, Inc. and all other indemnities named in the contract. This policy should be on an All Risk basis including the perils of flood, earthquake and collapse. Coverage should be on a replacement cost basis subject to an Agreed Amount Endorsement.

6. Professional Liability Insurance (Errors and Omissions)

In the event this agreement requires your firm to provide professional services, such as but not limited to, architectural, engineering, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than \$5,000,000. Any material change in limits, coverages or loss of aggregate limit due to outstanding claims must be reported to Monadnock Construction Inc within 30 days of such event.

7. Aviation Insurance

In the event any fixed or rotary aircraft are used in connection with this Agreement and/or in the execution of the work, a minimum of \$10,000,000 aviation liability insurance must be maintained with the following requirements: The Owner and Monadnock Construction, Inc. must be named as an additional insured and a waiver of hull damages must be provided in favor of the Owner and Monadnock Construction, Inc.



Also, if any aircraft is to be used to perform lifts at the project site, a "slung cargo" endorsement must be included to cover the full replacement value of any equipment or material being lifted. All such lifts by me coordinated with Monadnock Construction, Inc, for approval prior to lift execution.

8. Environmental and Asbestos Abatement Coverages

If this agreement involves the removal of asbestos, the removal/replacement of underground tanks or use of toxic chemicals and substances, the contractor will be required to provide adequate coverages, not less than \$5,000,000 per claim basis, for such exposures subject requirements and approval of Monadnock Construction, Inc.

9. Watercraft Liability

In the event any operations of the Contractor involve work on or adjacent to any body of water, Watercraft Liability in limits of not less than \$1,000,000 should be provided covering the operations from or incidental to any owned, non-owned or hired watercraft.

10. Contractors Excluded from CCIP/Termination/Suspension

In the event Contractor participation in the CCIP is excluded, terminated, suspended, or the entire program is canceled, Contractor must provide, at their own cost, the insurance coverages outlined in Section B for on-site coverage.

Excluded Contractors must name Monadnock Construction, Inc., The Owner and other required entities as additional insured and produce Certificates of Insurance as evidence of such.

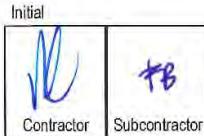
11. Contractors Responsibility

The aforementioned coverages in Section B as well as any other coverage that Contractor, may consider necessary are the Contractor's sole responsibility and any deficiency in coverage or policy limits of the Contractor, will be the sole responsibility of the Contractor.

12. Other Provisions

A. The insurance provisions set out above in any way affect the liability of the Contractor's as may be stated elsewhere in the Contract.

B. All deductibles and self-insured retention amounts contained within the Contractor's coverages must be acceptable to Monadnock Construction, Inc. Any and all such deductibles in the described Insurance Policies shall be assumed by, for the account of and at the Contractor's sole risk as the case may be.



C. Except as otherwise provided, it is expressly agreed and understood that the cost of premiums for insurance maintained by the Contractor shall be at their own expense and shall not be reimbursed by Monadnock Construction, Inc.

D. It is hereby understood that any insurance provided by Contractor shall be primary insurance and shall not be considered contributory insurance with any insurance policies of Monadnock Construction, Inc., Owner and any other Additional Insureds.

E. By so specifying Monadnock Construction, Inc. and/or Owner may require additional types of insurance.

F. Contractor shall not commence work under this contract until it has obtained all of the Insurance referred to herein and such insurance has been approved by Monadnock Construction, Inc. Nor shall the Contractor allow any subcontractor to commence work on this contract until the insurance required herein has been so obtained and approved.

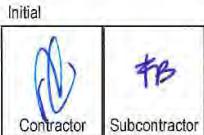
G. Contractor further agrees to deliver to Monadnock Construction, Inc. before commencing any work hereunder a certificate of insurance, in a form satisfactory to Monadnock Construction, Inc., showing the name of the Insurance company, the date of expiration of the policies, the various endorsements and coverages required herein, the additional insureds required herein, and the limits of liability thereunder, and which endorsement shall recite that thirty (30) days prior written notice will be sent by registered or certified mail, return receipt requested or by a nationally recognized overnight courier service to Monadnock Construction, Inc., the Owner and other additional insureds should such policies be canceled, changed during their term or non-renewed or prior to imposition of any material change in any policy term, condition or premium.

13. Conditions of Understanding

The amount and types of insurance coverages required herein should not be construed to be a limitation of the liability on the part of the Contractor. Any type of insurance or any increase of Limits of Liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

The Contractor shall file certificates of such insurance with Monadnock Construction, Inc. and Aon, prior to commencing work, which shall be subject to Monadnock Construction, Inc.'s approval for adequacy of protection, including the satisfactory character of any Insurer. If requested by Monadnock Construction, Inc., a certified copy of the actual policy(ies) with appropriate endorsement(s) and other documents shall be provided. In addition, the Contractor shall file renewals of such certificates no later than 10 days prior to the expiration of any such policy while work continues on the project.

In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Monadnock Construction, Inc. shall have the right



to take out and maintain same coverages for all parties on behalf of the Contractor at the cost of the Contractor who also agrees to furnish all necessary information thereof as well as pay the cost thereof to Monadnock Construction, Inc. immediately upon presentation of premium invoice.

14. Subcontractors you retain

Should a Contractor engage a subcontractor for work at this site, the same conditions will apply under this agreement to each lower-tier subcontractor. Copies of certificates of insurance for lower-tier subcontractors must be filed with Monadnock Construction, Inc. prior to that subcontractor entering the site. Failure to provide evidence of such insurance can result in the subcontractor being removed for the site until proper coverage is verified. Any cost resulting delay will be to the account of the subcontractor.

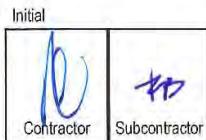
15. Waiver of Subrogation

Monadnock Construction, Inc. and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance required under this article or any other insurance actually carried by the Owner, Contractor or subcontractors, respectively. The Contractor shall require similar waivers by lower-tier subcontractors in accordance with this agreement. All insurance policies required hereunder shall permit and recognize such waiver of subrogation.

**Section C**  
**Contractors CCIP Obligations**

The Contractor is required to cooperate with Monadnock Construction, Inc. and Aon with regard to administration and operation of the CCIP. The Contractor's responsibilities shall include but not be limited to:

- a. Provision of necessary contract, operations and insurance information
- b. Inclusion of these CCIP provisions in all subcontracts.
- c. Notification to Monadnock Construction, Inc. and Aon of all lower-tier subcontracts awarded
- d. Maintenance of monthly payroll records and other records as necessary for premium computation.
- e. Providing such payroll reports to the administrator (Refer to the Field Procedures Manual herewith attached to and made part of the contract.)
- f. Compliance with applicable loss control (safety) and claims reporting procedures
- g. Maintenance of the OSHA 300 log and copy of the same to be provided upon request.
- h. To the fullest extent permitted by law, the Subcontractor and their subcontractors shall and will indemnify and hold harmless the Contractor, the Owner and other additional insured from and against any and all claims damages loss, cost, expense and liability by reason of injury to or death of persons, including but not limited to the Subcontractor's own employees, and damage to or destruction of property whatsoever,



caused by any act, occurrence, omission, or neglect of the Subcontractor, its officers, agents, servants, employees, vendors, subcontractors, upon, or about the jobsite at the Subcontractor's invitation or with its express or implied consent. The indemnity includes, but is not limited to any such act, occurrence omission or neglect, whether or not the Subcontractor's liability is based on active or passive negligence; and whether or not such act, occurrence, omission, or neglect is otherwise or similarly of an indirect or remote nature. Subcontractor's liability hereunder shall not be limited by the amount of insurance referred to herein.

Any and all subcontractors employed on the project by the Contractor are subject to all the terms and requirements contained herein.

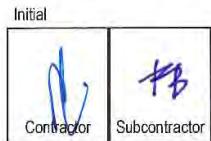
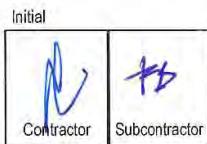


Exhibit A

**Schedule of Additional Insured**

Monadnock Construction, Inc.  
Bank of America, N.A.  
Citibank, N.A.  
City of New York and New York City Department of Housing Preservation and Development  
Federal Highway Administration  
Galvin Bros. Inc. /Madhue Contracting, Inc. a joint venture  
HPS 50<sup>th</sup> Avenue Associates LLC  
HPS 50<sup>th</sup> Avenue Associates LLC – Parcel A  
HPS 50<sup>th</sup> Avenue LIHTC Associates LLC  
HPS 50<sup>th</sup> Avenue LIHTC Manager LLC  
HPS 50<sup>th</sup> Avenue Owner LLC  
HPS Associates B Share Investor LLC  
HPS Associates, LLC  
HPS Borden Avenue Associates LLC  
HPS Borden Avenue LIHTC Associates LLC  
HPS Borden Avenue LIHTC Manager LLC  
HPS Borden Avenue Owner LLC  
HPS Dev Fee Co LLC  
Hunters Point South Borden Housing Development Fund Corporation  
Hunters Point South Housing Development Fund Corporation  
LiRo Engineers, Inc.  
Monadnock HPS Associates LLC  
New York City Department of Parks and Recreation  
New York City Department of Transportation  
New York City Economic Development Corporation  
New York City School Construction Authority  
New York City Transit Authority, Manhattan & Bronx Surface Metropolitan Transit Authority  
Transit Operating Authority, Staten Island Rapid Transit Operating Authority MTA Capital Construction Co., and  
Metropolitan Transit Authority  
New York State Department of Transportation  
Ove Arup & Partners, Inc.  
Phipps HPS Associates LLC  
Phipps HPS LIHTC Associates, Inc.  
Related HPS Associates LLC  
Related Management Holdco LLC  
The State of New York  
U.S. Bank, N.A. as Trustee  
Wells Fargo Affordable Housing Community Development Corporation and its successors and assigns, ATIMA  
Wells Fargo Bank, NA, as Administrative Agent for lenders and assigns



Modifications to Glasswall Parcel B

AIA 401

Changed "Subcontractor" to Manufacturer throughout the document

Article 3.1.2: strike out accepted  
Article 3.1.3: strike out accepted  
Article 3.3.1 (don't know what that is ??)  
Article 4.1.3: strike out accepted  
Article 4.1.5: cannot write in "and industry standards"  
Article 4.1.7: strike out accepted  
Article 4.3.1: strike out not accepted  
Article 7.1: strike out accepted  
Article 7.2.1: modification accepted  
Article 7.4.1: strike out accepted  
Article 7.4.2: modification accepted  
Article 9.3: modified by Monadnock  
Article 11.2: strike out accepted  
Article 15.3: strike out accepted

Rider 1

Changed "Subcontractor" to Manufacturer throughout the document

All modifications accepted

Rider 3 \*\*\*\* Working with Maggie on insurance coverage issues, not yet resolved

Rider 4: Contract Documents – Drawing Log 7/26/2012

Rider 5: All modifications accepted except page 11, item 2 strike-out

PL  
FB



Hunters Point - Parcel B  
Queens, New York

09/20/2012 (Updated)

**INDIVIDUAL DRAWINGS  
100% CONSTRUCTION SET**

Architectural Drawings- (PARCEL B)		
Spec#		Date
>>>	G-001-00 - GENERAL NOTES & CALCULATIONS	07/26/2012
>>>	G-002-00 - HOUSING MAINT- NOTES & ABBREVIATIONS-1	07/26/2012
>>>	G-003-00 - HOUSING MAINT- NOTES & ABBREVIATIONS-2	07/26/2012
>>>	G-004-00 - ADA ADAPTABILITY REQUIREMENTS FOR NYC-1	07/26/2012
>>>	G-005-00 - ADA ADAPTABILITY REQUIREMENTS FOR NYC-2	07/26/2012
>>>	G-006-00 - ADA ADAPTABILITY REQUIREMENTS FOR NYC-3	07/26/2012
>>>	G-007-00 - ADA ADAPTABILITY REQUIREMENTS FOR NYC-4	07/26/2012
>>>	G-008-00 - FHA GUIDELINES-1	07/26/2012
>>>	G-009-00 - FHA GUIDELINES-2	07/26/2012
>>>	EG-001-00 - OCCUPANT LOAD & EGRESS ANALYSIS GROUND FLOOR	07/26/2012
>>>	EG-002-00 - OCCUPANT LOAD & EGRESS ANALYSIS 2ND-3RD FLOOR	07/26/2012
>>>	EG-003-00 - OCCUPANT LOAD & EGRESS ANALYSIS 4TH-9TH FLOOR	07/26/2012
>>>	EG-004-00 - OCCUPANT LOAD & EGRESS ANALYSIS 10TH-28TH	07/26/2012
>>>	EG-005-00 - OCCUPANT LOAD & EGRESS ANALYSIS 29TH-32ND	07/26/2012
>>>	Z-001-00 - SURVEY PLAN	07/26/2012
>>>	Z-002-00 - ZONING CALCULATIONS	07/26/2012
>>>	Z-003-00 - STREET WALL- HEIGHTS AND SETBACKS	07/26/2012
>>>	Z-004-00 - HEIGHTS AND SETBACKS DIAGRAMS	07/26/2012
>>>	Z-005-00 - GROUND FLOOR TRANSPARENCY AND USE	07/26/2012
>>>	Z-006-00 - BIKE STORAGE AND STREET TREE PLANTING	07/26/2012
>>>	Z-007-00 - MECHANICAL DEDUCTIONS 1ST-7TH FLOOR	07/26/2012
>>>	Z-008-00 - MECHANICAL DEDUCTIONS 8TH-32ND FLOOR	07/26/2012
>>>	Z-009-00 - MECHANICAL DEDUCTIONS 8TH-32ND FLOOR	07/26/2012
>>>	A-001-00 - PARTITION TYPES-1	07/26/2012
>>>	A-002-00 - PARTITION TYPES-2	07/26/2012
>>>	A-003-00 - PARTITION TYPES-3	07/26/2012
>>>	A-010-00 - MISC- DETAILS-1	07/26/2012
>>>	A-011-00 - MISC- DETAILS-2	07/26/2012
>>>	A-012-00 - MISC- DETAILS-3	07/26/2012
>>>	A-013-00 - MISC- DETAILS-4	07/26/2012
>>>	A-014-00 - MISC- DETAILS-5	07/26/2012
>>>	A-015-00 - TYPICAL CLOSETS DETAILS MOUNTING HEIGHTS	07/26/2012
>>>	A-020-00 - TYPICAL ROOF DETAILS	07/26/2012
>>>	A-021-00 - TYPICAL ROOF DETAILS-2	07/26/2012
>>>	A-030-00 - DOOR SCHEDULE & DOOR TYPES	07/26/2012
>>>	A-031-00 - DOOR JAMB & HEAD DETAILS	07/26/2012
>>>	A-032-00 - DOOR JAMB & HEAD DETAILS 1	07/26/2012
>>>	A-033-00 - DOOR THRESHOLD - SADDLE DETAILS	07/26/2012
>>>	A-040-00 - WINDOWS SCHEDULE	07/26/2012
>>>	A-041-00 - FACADE PANEL SCHEDULE	07/26/2012
>>>	A-045-00 - WINDOWS SCHEDULE S1	07/26/2012
>>>	A-046-00 - WINDOWS SCHEDULE S1	07/26/2012
>>>	A-047-00 - WINDOWS SCHEDULE S1	07/26/2012
>>>	A-048-00 - WINDOWS SCHEDULE S2	07/26/2012
>>>	A-049-00 - WINDOWS SCHEDULE S2	07/26/2012
>>>	A-050-00 - WINDOWS SCHEDULE S2	07/26/2012
>>>	A-051-00 - WINDOWS SCHEDULE S2	07/26/2012
>>>	A-052-00 - WINDOWS SCHEDULE RETAIL FAÇADE	07/26/2012
>>>	A-060-00 - AMENITIES APPLIANCE SCHEDULE1	07/26/2012
>>>	A-061-00 - RENTAL APPLIANCE SCHEDULE	07/26/2012
>>>	A-062-00 - AMENITIES FINISH SCHEDULE1	07/26/2012
>>>	A-063-00 - AMENITIES FINISH SCHEDULE 2	07/26/2012
>>>	A-064-00 - RENTAL FINISH SCHEDULE	07/26/2012
>>>	A-065-00 - AMENITIES FFE SCHEDULE	07/26/2012
>>>	A-066-00 - AMENITIES FFE SCHEDULE	07/26/2012

9/27/2012

[1/5]

# MONADNOCK

## CONSTRUCTION, INC.

Hunters Point - Parcel B  
Queens, New York

09/20/2012 (Updated)

**INDIVIDUAL DRAWINGS**  
100% CONSTRUCTION SET

Architectural Drawings- (PARCEL B)		
Spec#		Date
>>>	A-067-00 - AMENITIES PLUMBING HARDWARE SCHEDULE	07/26/2012
>>>	A-068-00 - RENTAL PLUMBING HARDWARE SCHEDULE	07/26/2012
>>>	A-069-00 - RENTAL PLUMBING HARDWARE SCHEDULE	07/26/2012
>>>	A-070-00 - AMENITIES LIGHTING SCHEDULE	07/26/2012
>>>	A-071-00 - RENTAL LIGHTING SCHEDULE	07/26/2012
>>>	A-072-00 - KITCHEN & BATHROOM TYPE SCHEDULE	07/26/2012
>>>	A-100-00 - SITE PLAN	07/26/2012
>>>	A-101-00 - FIRST FLOOR PLAN	07/26/2012
>>>	A-102-00 - FIRST FLOOR-PART PLAN A	07/26/2012
>>>	A-103-00 - FIRST FLOOR-PART PLAN B	07/26/2012
>>>	A-104-00 - 2ND FLOOR PLAN	07/26/2012
>>>	A-105-00 - 3RD FLOOR PLAN	07/26/2012
>>>	A-106-00 - 4TH-7TH FLOOR PLAN	07/26/2012
>>>	A-107-00 - PERIMETER WALL @ 5TH & 7TH FLOOR	07/26/2012
>>>	A-108-00 - 8TH-9TH FLOOR PLAN	07/26/2012
>>>	A-109-00 - PERIMETER WALL @ 9TH FLOOR	07/26/2012
>>>	A-110-00 - 10TH-13TH FLOOR PLAN	07/26/2012
>>>	A-111-00 - PERIMETER WALL @ 11TH & 13TH FLOOR	07/26/2012
>>>	A-112-00 - 14TH-19TH FLOOR PLAN	07/26/2012
>>>	A-113-00 - PERIMETER WALL @ 15TH, 17TH, 19TH FLOOR	07/26/2012
>>>	A-114-00 - 20TH-28TH FLOOR PLAN	07/26/2012
>>>	A-115-00 - PERIMETER WALL @ 21ST, 23RD, 25TH, 27TH FLOORS	07/26/2012
>>>	A-116-00 - 29TH FLOOR PLAN	07/26/2012
>>>	A-117-00 - 30TH-32ND FLOOR PLAN	07/26/2012
>>>	A-118-00 - PERIMETER WALL @ 31ST FLOOR	07/26/2012
>>>	A-119-00 - MAIN ROOF FLOOR PLAN	07/26/2012
>>>	A-120-00 - EMR & BULKHEAD FLOOR PLANS	07/26/2012
>>>	A-130-00 - EDGE OF SLAB - 1ST FLOOR PLAN	07/26/2012
>>>	A-131-00 - EDGE OF SLAB - 2ND FLOOR PLAN	07/26/2012
>>>	A-132-00 - EDGE OF SLAB - 3RD FLOOR PLAN	07/26/2012
>>>	A-133-00 - EDGE OF SLAB - 4TH-7TH FLOOR PLAN	07/26/2012
>>>	A-134-00 - EDGE OF SLAB - 8TH FLOOR PLAN	07/26/2012
>>>	A-135-00 - EDGE OF SLAB - 9TH FLOOR PLAN	07/26/2012
>>>	A-136-00 - EDGE OF SLAB - 10TH-13TH FLOOR PLAN	07/26/2012
>>>	A-137-00 - EDGE OF SLAB - 14TH FLOOR PLAN	07/26/2012
>>>	A-138-00 - EDGE OF SLAB - 15TH-19TH FLOOR PLAN	07/26/2012
>>>	A-139-00 - EDGE OF SLAB - 20TH-28TH FLOOR PLAN	07/26/2012
>>>	A-140-00 - EDGE OF SLAB - 29TH FLOOR PLAN	07/26/2012
>>>	A-141-00 - EDGE OF SLAB - 30TH-32ND FLOOR PLAN	07/26/2012
>>>	A-142-00 - EDGE OF SLAB - MAIN ROOF PLAN	07/26/2012
>>>	A-143-00 - EMR EDGE OF SLAB	07/26/2012
>>>	A-201-00 - NORTH ELEVATION	07/26/2012
>>>	A-202-00 - EAST ELEVATION	07/26/2012
>>>	A-203-00 - SOUTH ELEVATION	07/26/2012
>>>	A-204-00 - WEST ELEVATION	07/26/2012
>>>	A-205-00 - ENVELOPE FINISHES 1	07/26/2012
>>>	A-206-00 - ENVELOPE FINISHES 2	07/26/2012
>>>	A-210-00 - BLOCK 1 TYPICAL ELEVATION	07/26/2012
>>>	A-211-00 - BLOCK 2 TYPICAL ELEVATION	07/26/2012
>>>	A-212-00 - RETAIL LEVEL ELEVATIONS	07/26/2012
>>>	A-213-00 - BULKHEAD ELEVATIONS	07/26/2012
>>>	A-301-00 - BUILDING SECTIONS 1 & 2	07/26/2012
>>>	A-302-00 - BUILDING SECTIONS 3 & 4	07/26/2012
>>>	A-304-00 - ENLARGED BULKHEAD SECTIONS	07/26/2012
>>>	A-400-00 - STAIR PLANS	07/26/2012

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LB  
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Hunters Point - Parcel B  
Queens, New York

09/20/2012 (Updated)

**INDIVIDUAL DRAWINGS  
100% CONSTRUCTION SET**

Architectural Drawings- (PARCEL B)		
Spec#		Date
>>>	A-410-00 - STAIR SECTIONS & DETAILS	07/26/2012
>>>	A-420-00 - ELEVATOR PLANS, SECTIONS & ELEVATOR RAIL DATA	07/26/2012
>>>	A-421.00 - ELEVATOR CONTROL BOX ELEVATIONS	07/26/2012
>>>	A-430-00 - LAUNDRY ROOM ENLARGED PLAN AND DETAILS	07/26/2012
>>>	A-450-EXTERIOR WALL SECTIONS @ WEST	07/26/2012
>>>	A-451-EXTERIOR WALL SECTIONS @ WEST	07/26/2012
>>>	A-452-EXTERIOR WALL SECTIONS @ NORTH	07/26/2012
>>>	A-453-EXTERIOR WALL SECTION @ NORTH	07/26/2012
>>>	A-454-EXTERIOR WALL SECTIONS @ EAST	07/26/2012
>>>	A-455-EXTERIOR WALL SECTIONS @ EAST	07/26/2012
>>>	A-456-EXTERIOR WALL SECTION @ SOUTH	07/26/2012
>>>	A-500-00 - ENLARGED ELEVATION AND DETAILS- BLOCK 1	07/26/2012
>>>	A-501-00 - ENLARGED ELEVATION AND DETAILS- BLOCK 2	07/26/2012
>>>	A-502-00 - EXTERIOR WALL TYPICAL PLAN DETAILS @ MULLIONS	07/26/2012
>>>	A-503-00 - EXTERIOR WALL TYPICAL SECTION DETAILS @	07/26/2012
>>>	A-504-00 - EXTERIOR WALL TYPICAL PLAN DETAILS - 1	07/26/2012
>>>	A-505-00 - EXTERIOR WALL TYPICAL PLAN DETAILS - 2	07/26/2012
>>>	A-506-00 - EXTERIOR WALL TYPICAL PLAN DETAILS - 3	07/26/2012
>>>	A-510-00 - EXTERIOR WALL TYPICAL SECTION DETAILS @ WEST	07/26/2012
>>>	A-511-00 - EXTERIOR WALL TYPICAL SECTION DETAILS @ WEST	07/26/2012
>>>	A-512-00 - EXTERIOR WALL TYPICAL SECTION DETAILS @ NORTH	07/26/2012
>>>	A-513-00 - EXTERIOR WALL TYPICAL SECTION DETAILS @ NORTH	07/26/2012
>>>	A-514-00 - EXTERIOR WALL TYPICAL SECTION DETAILS @ EAST	07/26/2012
>>>	A-515-00 - EXTERIOR WALL TYPICAL SECTION DETAILS @ EAST	07/26/2012
>>>	A-520-00 - STOREFRONT SECTION DETAILS @ EAST WALL	07/26/2012
>>>	A-521-00 - STOREFRONT SECTION DETAILS @ EAST WALL	07/26/2012
>>>	A-522-00 - STOREFRONT SECTION DETAILS @ SOUTH WALL	07/26/2012
>>>	A-523-00 - STOREFRONT PLAN DETAILS @ SOUTH WALL	07/26/2012
>>>	A-524-00 - STOREFRONT PLAN DETAILS @ EAST WALL	07/26/2012
>>>	A-525-00 - STOREFRONT PLAN DETAILS @ SOUTH WALL	07/26/2012
>>>	A-526-00 - EXTERIOR WALL SECTION DETAILS @ BULKHEAD	07/26/2012
>>>	A-527-00 - EXTERIOR WALL SECTION DETAILS @ BULKHEAD	07/26/2012
>>>	A-528-00 - EXTERIOR WALL SECTION DETAILS @ BULKHEAD	07/26/2012
>>>	A-529-00 - BULKHEAD PLANS	07/26/2012
>>>	A-530-00 - EXTERIOR WALL TYPICAL SECTION DETAILS - 1	07/26/2012
>>>	A-531-00 - EXTERIOR WALL TYPICAL SECTION DETAILS - 2	07/26/2012
>>>	A-532-00 - EXTERIOR WALL TYPICAL DETAILS - 3	07/26/2012
>>>	A-535-00 - EXTERIOR WALL SECTION DETAILS @ 2 FL. MECH.	07/26/2012
>>>	A-540-00 - CORNER DETAILS 1	07/26/2012
>>>	A-541-00 - CORNER DETAILS 2	07/26/2012
>>>	A-542-00 - CORNER DETAILS 3	07/26/2012
>>>	A-543-00 - CORNER DETAILS 4	07/26/2012
>>>	A-550-00 - EXTERIOR WALL TYPICAL DETAILS @ PARAPET	07/26/2012
>>>	A-552-00 - EXTERIOR WALL TYPICAL PLAN DETAILS @ SCHOOL	07/26/2012
>>>	A-560-00 - FLOOD PANELS PLANS, ELEVATIONS AND DETAILS	07/26/2012
>>>	A-561-00 - MISC. DETAILS 2 - TERRACE DIVIDERS	07/26/2012
>>>	A-562-00 - MISC- DETAILS 3	07/26/2012
>>>	A-563-00 - MISC. DETAILS 4 - CANOPY DETAILS	07/26/2012
>>>	A-564.00 - TEMPORARY SIGNAGE DETAILS	07/26/2012
>>>	A-590-00 - MOCK-UP 'A' & 'B' - PLANS, ELEVATIONS & VIEW	07/26/2012
>>>	A-591-00 - MOCK-UP 'A' & 'B' - PARTIAL PLANS, SECTIONS AND	07/26/2012
>>>	A-592-00 - MOCK-UP 'A' & 'B' - PANEL TYPES	07/26/2012
>>>	A-593-00 - MOCK-UP 'A' & 'B' - SECTION DETAILS	07/26/2012
>>>	A-594-00 - MOCK-UP 'A' & 'B' - PLAN DETAILS	07/26/2012
>>>	A-600-00 - RC PLAN FIRST FLOOR	07/26/2012

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HB



Hunters Point - Parcel B  
Queens, New York

09/20/2012 (Updated)

**INDIVIDUAL DRAWINGS  
100% CONSTRUCTION SET**

<b>Architectural Drawings- (PARCEL B)</b>		
<b>Spec#</b>		<b>Date</b>
>>>	A-601-00 - RC PLAN 2ND FLOOR	07/26/2012
>>>	A-602-00 - RC PLAN 3RD FLOOR	07/26/2012
>>>	A-603-00 - RC PLAN 4TH-6TH FLOOR	07/26/2012
>>>	A-604-00 - RC PLAN 7TH FLOOR	07/26/2012
>>>	A-605-00 - RC PLAN 8TH FLOOR	07/26/2012
>>>	A-606-00 - RC PLAN 9TH FLOOR	07/26/2012
>>>	A-607-00 - RC PLAN 10TH-12THFLOOR	07/26/2012
>>>	A-608-00 - RC PLAN 13TH FLOOR	07/26/2012
>>>	A-609-00 - RC PLAN 14TH-19TH FLOOR	07/26/2012
>>>	A-610-00 - RC PLAN 20TH-27TH FLOOR	07/26/2012
>>>	A-611-00 - RC PLAN 28TH FLOOR	07/26/2012
>>>	A-612-00 - RC PLAN 29TH FLOOR	07/26/2012
>>>	A-613-00 - RC PLAN 30TH-31ST FLOOR	07/26/2012
>>>	A-614-00 - RC PLANS 32ND FLOOR TO EMR LEVEL	07/26/2012
>>>	A-701-00 - KITCHEN PLANS & ELEVATIONS K1-A	07/26/2012
>>>	A-702-00 - KITCHEN PLANS & ELEVATIONS K1-B	07/26/2012
>>>	A-703-00 - KITCHEN PLANS & ELEVATIONS K1-C	07/26/2012
>>>	A-704-00 - KITCHEN PLANS & ELEVATIONS K1-D	07/26/2012
>>>	A-705-00 - KITCHEN PLANS & ELEVATIONS K1-F	07/26/2012
>>>	A-706-00 - KITCHEN PLANS & ELEVATIONS K1-F1	07/26/2012
>>>	A-707-00 - KITCHEN PLANS & ELEVATIONS K1-M	07/26/2012
>>>	A-708-00 - KITCHEN PLANS & ELEVATIONS K2-A	07/26/2012
>>>	A-709-00 - KITCHEN PLANS & ELEVATIONS K2-D	07/26/2012
>>>	A-710-00 - KITCHEN PLANS & ELEVATIONS K3-A	07/26/2012
>>>	A-711-00 - KITCHEN PLANS & ELEVATIONS K3-B	07/26/2012
>>>	A-712-00 - KITCHEN PLANS & ELEVATIONS K4-A	07/26/2012
>>>	A-713-00 - KITCHEN PLANS & ELEVATIONS K4-B	07/26/2012
>>>	A-714-00 - KITCHEN PLANS & ELEVATIONS K5-A	07/26/2012
>>>	A-715-00 - KITCHEN PLANS & ELEVATIONS K6-A	07/26/2012
>>>	A-716-00 - KITCHEN PLANS & ELEVATIONS K6-B	07/26/2012
>>>	A-717-00 - KITCHEN PLANS & ELEVATIONS K6-C	07/26/2012
>>>	A-718-00 - KITCHEN FLOOR PATTERN PLANS	07/26/2012
>>>	A-719-00 - KITCHEN FLOOR PATTERN PLANS 2	07/26/2012
>>>	A-720-00 - KITCHEN FLOOR PATTERN PLANS 3	07/26/2012
>>>	A-726-00 - TYPICAL KITCHEN DETAILS	07/26/2012
>>>	A-727-00 - TYPICAL KITCHEN DETAILS	07/26/2012
>>>	A-801-00 - BATHROOM PLAN AND ELEVATIONS - TYPE B1	07/26/2012
>>>	A-802-00 - BATHROOM PLAN AND ELEVATIONS - TYPE B2	07/26/2012
>>>	A-803-00 - BATHROOM PLAN AND ELEVATONS - TYPE B3	07/26/2012
>>>	A-804-00 - BATHROOM PLAN AND ELEVATIONS -TYPE B4	07/26/2012
>>>	A-805-00 - BATHROOM FLOOR PATTERN PLANS	07/26/2012
>>>	A-806-00 - BATHROOM DETAILS	07/26/2012
>>>	A-807-00 - BATHROOM DETAILS 2	07/26/2012
>>>	A-808-00 - AMENITIES RESTROOM 1	07/26/2012
>>>	A-809-00 - AMENITIES RESTROOM 2	07/26/2012
>>>	A-810-00 - AMENITIES RESTROOM 3	07/26/2012
>>>	A-811-00 - BOH RESTROOM	07/26/2012

<b>Structural Individual - Drawings (PARCEL B)</b>		
<b>Spec#</b>		<b>Date</b>
>>>	S-001 General Notes And Drawing Index	08/02/2012
>>>	FO-101 Foundation Plan	08/02/2012
>>>	FO-111 Foundation Sections And Details	08/02/2012
>>>	FO-112 Foundation Sections And Details	08/02/2012

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**MONADNOCK**  
CONSTRUCTION, INC.

Hunters Point - Parcel B  
Queens, New York

09/20/2012 (Updated)

**INDIVIDUAL DRAWINGS**  
100% CONSTRUCTION SET

Structural Individual - Drawings (PARCEL B)		
Spec#		Date
>>>	FO-113 Foundation Sections And Details	08/02/2012
>>>	FO-114 Foundation Sections And Details	08/02/2012
>>>	FO-115 Foundation Sections And Details	08/02/2012
>>>	S-201 Ground Floor Plan	08/02/2012
>>>	S-202 2nd Floor Plan	08/02/2012
>>>	S-203 3rd Floor Plan	08/02/2012
>>>	S-204 4th-7th Floor Plan	08/02/2012
>>>	S-208 8th Floor Plan	08/02/2012
>>>	S-209 9th Floor Plan	08/02/2012
>>>	S-210 10th-13th Floor Plan	08/02/2012
>>>	S-214 14th Floor Plan	08/02/2012
>>>	S-215 15th-28th Floor Plan	08/02/2012
>>>	S-229 29th Floor Plan	08/02/2012
>>>	S-230 30th-32nd Floor Plan	08/02/2012
>>>	S-233 Main Roof Plan	08/02/2012
>>>	S-234 EMR Floor And EMR Roof Plans	08/02/2012
>>>	S-401 Column Schedule	08/02/2012
>>>	S-402 Column Sections And Details	08/02/2012
>>>	S-411 Shear Wall Plans	08/02/2012
>>>	S-412 Shear Wall Plans	08/02/2012
>>>	S-413 Shear Wall Plans	08/02/2012
>>>	S-414 Shear Wall Plans	08/02/2012
>>>	S-421 Shear Wall Details & Link BM Schedules	08/02/2012
>>>	S-422 Link Beam Details	08/02/2012
>>>	S-501 Typical Concrete Details	08/02/2012
>>>	S-502 Typical Concrete Details	08/02/2012
>>>	S-503 Typical Rebar Details	08/02/2012
>>>	S-504 Concrete Sections And Details	08/02/2012
>>>	S-601 Typical Masonry Details	08/02/2012
>>>	S-701 Steel Sections And Details	08/02/2012

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September 27, 2012

**RIDER #5: SCOPE OF WORK**

**Monadnock Construction, Inc.  
155 Third Street, Brooklyn, NY**

**Hunters Point South Parcel B  
1-55 Borden Ave.  
Queens, NY 11101**

**TRADE: 08110 Furnish Structurally Glazed Window Wall, Storefronts & Doors**

**AS PER PLANS AND SPECS, INCLUDING AND NOT LIMITED TO:**

Furnish all materials to perform the work of this section as shown on the drawings and/or as specified herein. In general, the work shall include but not be limited to the following:

1. Furnish all apartment and 1<sup>st</sup> floor-glazed openings on floors; Ground through 32<sup>nd</sup> floor.
2. Glazed openings shall consist of all window openings, glazed window wall installations, sloped and standard glazing and Slab edge covering. All quantities are to be taken from the contract drawings, and manufacturer represents that all areas are included in final price. All thermally broken unitized storefront system including aluminum framed glass doors, louver/signage band, sloped and standard glazing "picture frames" and finish door opening for two (2) sets of retail double swing doors (Exclude revolving door and lobby swing door-FBO). Prepare opening in storefronts for HM doors and frames at service corridors. *at manufacturer's plant FB AL*
3. Window wall shall consist of deck slab to deck ceiling framing members with sill attached slab covers by manufacturer, as shown in Architectural drawings. This Contractor includes furnishing of insulated panel wall to be integrated with the window wall at all parapet location as shown on the drawings. Parapet wall assembly to be constructed as single length curtain wall type assemblies from base of top floor and to include all anchorage, flashing, insulation, copings, and closure pieces as required. Copings in matching colors on top of panels are to be furnished for installation by roofers.
4. All window and window wall shall be engineered and tested to sustain specified requirements as per specifications and drawings. Where cladding pressures are defined as exceeding the minimum test results, this Manufacturer shall either structurally reinforce the mullions and/ or by stamped structural calculations identify those units which need to sustain the higher pressures.

*AL  
TP*

5. The Manufacturer explicitly represents that they have thoroughly reviewed the project specification and that all aspects of the product will be in full compliance with all requirements of the spec unless specifically noted otherwise in this Scope of Work.
6. In addition, this Manufacturer must fully comply with the Owner and Construction Manager requirements for <sup>supervision of</sup> "on Site Air and Water Testing", per project specifications. If additional metal to metal caulking is required to satisfy actual project testing and infiltration of water (if required by manufacturer), this contractor will provide material and coordinate delivery and locations of any and all caulking with installer at no additional cost to project.
7. Off-site performance mock-up testing will be required and it shall be conducted at a facility approved by the Owner and Construction Manager and all costs for testing are to be the responsibility of this Manufacturer.
  - a. It should be noted that the mock up section of wall, being tested, does not have to be painted in the final approved project color.
  - b. This Manufacturer to schedule the performance mock-up testing at contract award and to be completed no later than 16 weeks after award (January 24<sup>th</sup>, 2013). Performance mock to be built as per A-590's IFC (issued for construction set for Parcel B). This drawing indicates a combined mock-up for both A & B parcels.
  - c. This manufacturer to comply with the following performance criteria as per spec section 084413 and Window Schedule (A-40):  
*Water penetration:* 12 PSF static and 12 PSF dynamic  
*Air infiltration:* 0.6 cfm/sf at wall and .25 at vent at 6.24 test pressure  
*U value at vision glazing:* .45 btu/sf  
*U value at spandrel:* .74 per spec  
*U value at slab edge:* .25  
*SHGC:* .31 at vision areas  
(Note: Window schedule calls for different coefficients for individual units)
8. Provide visual mock up for visual review by the Architect. Visual mock up to be erected to sizes and containing materials and colors as per SHOP's sketches for visual mock ups dated 09/18/12 combined with glass specifications as per Window Schedule (A-040) and Envelope Finishes (A-205). Visual mock to be ready to later than 10 weeks after anticipated contract award (November 30<sup>th</sup> 2012). This mock-up to be built at manufacturer's factory.
9. Furnish all combination window louver/frame units in sizes and locations as per architectural drawings as an integral part of the window wall system. It is agreed that this Manufacturer will provide any louvers that is within the Window & Door System as part of the contractual scope of work. All louvers whether used or blanked off at all areas of the façade are by this Manufacture. Any mechanical louvers (louvers not interconnected to the window wall) are not part of this Manufacturers scope of work.



The Bulkhead stair louvers and elevator venting louvers will be part of the Bulkhead Cladding work, if Alternate NO. 1 is executed.

10. Furnish all interior caps at intersection of Glazed Wall and Ceilings and sill extensions at gas lines. This Manufacturer to coordinate lengths and delivery dates with installer. The approximate size of the cap to be 2" x 2" clipped to the window wall as a comeback installation. Sill extensions and gas lines to match interior window system color and finish. Installation to comply with CM's project schedule.
11. Window Wall System shall include all factory fabricated mullions, gutter and weep systems, splices, closures, head closure trim, panels, trim, reveals, supporting and bracket assemblies and accessories, limit stops, jointing, sealing, glass and glazing, fastening, and any other item or accessory necessary for a complete installation as per final drawings and specifications. All anchor components at wet areas to be 300 series stainless steel or aluminum as per spec section 084413.
12. This Manufacturer to supply all inserts required for the installation of this product to the concrete superstructure contractor, in sufficient quantities to keep up with the pour schedule. Remedial costs of any missing inserts not available on site at the time of the pour are to be the responsibility of the Manufacturer. Manufacturer is also to provide layouts to the concrete contractor and be available to answer any questions regarding same. Remedial costs of any inserts that are not properly set due to incorrect layout drawings are to be the responsibility of the Manufacturer. Manufacturer to provide supervisory personnel to visit site as many times as necessary to monitor installation and **advise as make corrections** required for Glasswall to guarantee system has been installed correctly and to Manufacturers standards.
13. This Manufacturer to provide all bolts, anchors, and other required fasteners to window wall installer (shims to be provided by the installer) in a timely fashion and in sufficient quantity to expedite the installation at a pace of no less than two floors per week. Coordination of all deliveries with installer is the responsibility of the Manufacturer.
14. This Manufacturer shall be aware and take into consideration that this is a reinforced concrete structure. Window wall system to include anchorage that accommodates dimensional tolerances of building frame. The structural tolerance to accommodate variation in location of surrounding and supporting work up to +/- 1 $\frac{1}{4}$ ". (This supersedes spec 084413 dated 05/14/12).
15. Include all reveals and returns of window wall into other adjoining or existing material, including without limitation, extrusions, framing, metal panels, coping fillers, glass, glazing, sealants, caulking, closures and any other item or accessory necessary for a complete installation as per drawings and as required.
16. Include providing all necessary submittals for approval to the architect, including without limitation, the following:

*TD*  
*W*

- a.) A complete set of engineered shop drawings showing all details signed and sealed by a P.E. licensed in New York State.
- b.) Calculations supplied and stamped by a P.E. licensed in New York State.
- c.) Samples of materials to be used.
- d.) Factory cuts (i.e., Hardware, etc.)
- e.) Material Certifications.
- f.) Other data required by the AOR/EOR.
- g.) Instructions on Glass and hardware replacements

17. This Manufacturer shall submit a schedule (s) conforming to the CM's schedule, indicating the estimated time required for all items and phases of work including but not limited to: shop drawings, purchasing and fabrication. At periodic intervals and, as requested by the Construction Manager, these schedules shall be updated and resubmitted to the Construction Manager.

The following schedule for this project shall be as listed below:

*APRIL 1st* *FB*

- a. Performance Mock-up testing to occur no later than ~~January 21<sup>th</sup>~~, 2013. In order for this to occur, this Manufacturer must commence with mock up shop drawings immediately and make arrangements for a test chamber as soon as possible.
- b. Windows and doors for building A must be on site and ready for installation by May 25th, 2013.
- c. Wall units will be left out for the complete vertical run of the hoists and should not be delivered until requested by the Construction Manager.
- d. Submittals, Shop Drawing & Sample and fabrication schedule:
  1. Shop drawings; catalogue cuts and calculations must be ready to be submitted no later than six (6) weeks from award of contract.
  2. All windows & doors are to be fabricated and stored off site as necessary to allow for timely and continuous installation of windows in conformance with Construction Managers requirements.
  3. This Manufacturer will be provided with AUTO CAD contract documents.

18. This Manufacturer understands the fact that the various interface conditions between the exterior wall components may not be fully detailed and may not be constructible exactly as detailed. Manufacturer therefore must anticipate modifications of details to occur through the coordination and shop drawings process, without adjustment to the Contract Price as long as the intent of the design is met.

19. It is the intent of this Contract that final design be the total responsibility of this Manufacturer for establishing structural soundness and performance in accordance with plans and specifications. Shop drawings and structural calculations will be submitted

for review and approval and shall be signed and sealed by a Professional Engineer licensed in the State of New York.

20. This Manufacturer scope of work shall be to furnish in accordance with the intent of the drawings and specifications prepared by the Architect and or Engineers for the project as applicable. Any deviation from said drawings and specifications shall require written approval from the Owner, Architect and/or Engineers and Construction Manager. Any corrective work required as a result of unapproved deviations shall be charged to this Manufacturer.
21. A complete Aluminum Windows & Door wall system is to be designed, tested and fabricated to obtain the required performance criteria. All doors to come complete with saddles and hardware. Additionally, all windows and doors to be manufactured with concealed reinforcing as required by code as well as engineering requirements.
22. All Windows & Door frames and associated sections and metal accessories to be painted with a "Paint"- two (2) coat Kynar in-lieu-of three (3) coat Kynar as specified in drawings and specifications) selected by the Architect as per construction documents. This Manufacturer to provide a ten (10) year warranty from date of substantial completion. Manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory applied finishes within specifies warranty period. Color for all Window and doorframe metal is to be selected.
23. Manufacturer to warrant glass for ten (10) full years with a full ten (10) year warranty on operable parts. Manufacturer to provide tempered glass where required as per code. All tempered glass to be heat soaked as per specifications. All glass that is not required by code to be tempered must be heat strengthened.
24. All operable windows to be in swing casement type with New York Department of Health approved limit stops with a key operation mechanism. Limit stops to swing to a 4" clearance from inside face of mullion. If operable window mullions depth is such that limit stop cannot be reached due to depth of mullion, then such a mechanism must be customized at no additional cost to the owner. This manufacturer will be required to submit the hardware and engineered specifications to the appropriate NYC agency for approval in advance of installation. All costs associated with this approval to be paid by this manufacturer. This Manufacturer to provide details and instructions describing how to disengage limit stops.
25. This Manufacturer shall furnish twenty-six (26) locksets for balcony doors. All keys are to be turned over to the Construction Manager and are not to be distributed to various trades in the field. Construction Manager may request a certain amount of keys during window installation work for their own use.
26. All windows to contain an approved equivalent of 1" thick clear insulated heat strengthened radiant Low E Insulating Glass (Viracon 1" VRE-54/Crystal Gray Inboard Insulating). Made up as follows: 1/4" VRE-54 # 2, 1/2" (13.2mm) airspace, 1/4"

*MC*  
*xx*

(6mm) Crystal Gray. The insulated Spandrel glass will have a ceramic frit on the 2nd surface.

27. At non-operable spandrel glass windows as per ILA's proposed sketches B-SKA-21 and B-SKA-22 Demising Wall Between Apartment @ Spandrel to have a minimum of 3" rigid thick mineral fiber insulation pass the air cavity in between mullions at regular spandrels, and taped to metal panels at recessed spandrels, followed by a 1-1/2" thick continuous mineral fiber inboard of mullions with foil facing. The system shall include galvanized metal back-pan vapor barrier within the exterior portion of the façade as per drawings. This Manufacturer understands his responsibility for the design and supply of a window system that meets the thermal performance as per spec section 084413 and that thermal performance must be achieved without the use of batt insulation at the interior partition. This Manufacturer understands that the thermal design is not limited to the above listed sketches and ultimately must conform to the specification. If the Manufacturer wishes to propose a different assembly than what shown in the sketches and contract drawings, the alternate must be submitted with thermal analysis calculations and dew point analysis to demonstrate conformance with specifications.
28. Furnish all Terrace/Patio swing doors for this job. The terrace doors will be will be out- swing heavy duty closure type door. The current count is thirteen (13) pieces of terrace type units. Hardware to be determined and furnished by this Manufacturer as an integral part of door assembly. Terrace door shall be rated AW-50 per AAMA. The structural resistance to corner racking shall be tested by the Dual Movement Load Test as per spec division 084413-31. The door hardware shall be this manufacturer's standard hardware with a lever to match the window and can be locked from the inside, with a keyed outside. Provide heavy duty closers on doors. The door weathering shall be a dense, semi-rigid polymeric material. The door bottom rail will be weathered with an EPDM blade gasket sweep strip applied with concealed fasteners.
29. Operable Sash hardware. Sash and frame corner shall be reinforced and joined mechanically or by welding. Casement windows: Operating devices to be Sobinco Handel Series No 4000-217 or approved equal, mounted to the interior of the sash without exposed fasteners, or approved equal as used with performance mock up test. Operating hardware shall be heavy duty butt hinges (minimum 2 per vent), combined lever handle and cam latch, and concealed multi-point operated by a single lever handle. Hardware shall prevent window movement due to wind and must comply with NYC Building code opening force requirements as per section 28.2-1008.1.2.3.
30. Manufacturer will provide hinges of sufficient strength and lifting blocks as required to assure air tight performance of the operable casements for all sizes of casements indicated on the contract drawings for the full usable life of the system per specifications.
31. Furnish three (2) individual storefront type doors at the 3<sup>rd</sup> and 29<sup>th</sup> floor common area terraces. Hardware to be determined and furnished by this Manufacturer as an integral part of door assembly. Doors to have deadlocks mortised maximum security type, solid

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stainless steel lever handles, surface mounted exit device, keyed cylinders, thumb-turn inside cylinders of cast aluminum alloy.

32. Furnish all doors fully weather stripped with hardware containing handles and locking mechanisms, crash chains (must be provided) and limit stops. The door sash and frame is to be adequately reinforced to accept limit stops, magnetic lock mechanisms (at new residential doors) and crash chains as required. Include sills/thresholds and saddles at all terrace and balcony doors.
33. This Manufacturer to furnish all interior threshold transition metal work required in order to complete a smooth transition of the wood floor to the door saddle. This Manufacturer is to furnish all necessary architectural metal work required that (except customized components) to cover exposed fasteners, clips, etc. at glazed window wall to floor installations.
34. This Manufacturer includes all structural shapes, miscellaneous metals, clips, angles, girts and subgirts, etc. required for the attachment and support of his work to the concrete Superstructure Contractors scope of work. Anchors and inserts shall be furnished and delivered to the Concrete Superstructure Contractor for installation based on complete engineering and layout drawings prepared by this Manufacturer and approved by the Architect/Engineer. Failure to provide such items or information at such time, as required so as not to delay the progress of the concrete superstructure work will not relieve this Manufacturer of the responsibility of the proper installation of his work. This Manufacturer to spot-check the confirmed locations of imbedded items prior to the pouring of concrete. All slab edge details to be mutually designed and agreed upon. All details indicate window anchors; however, there are some cases where the window frame is a considerable distance from the structure. This Manufacturer is responsible to furnish a complete anchorage system for all project conditions. All engineering for this system is to be included in the contract price.
35. Furnish two (2) combination fixed window louver units for each roof bulkhead.
36. This Manufacturer to make provisions on the window wall system to receive marketing banners as shown in A-564 dated 07/26/12 for Parcel B. Provision to be made for up to three (3) banners along 2<sup>nd</sup> Street.
37. It is understood that Building "A" will lag approximately 1 month behind Building "B", but that both buildings will be constructed concurrently. Manufacturer agrees to provide sufficient material to jobsite for both floors to be erected at a pace of two floors per week or as requested by Construction Manager.
38. This Manufacturer has agreed to manufacture a sufficient amount of overrun extrusions for all types of windows in the event that damages occur during the construction of the project. If new glazed window sections are required, manufacturing time will be reduced since the material is at hand. This manufacturer is responsible to provide and maintain

adequate and available amount of material to repair and or replace units during the course of the project.

39. Furnish twenty-four (24) additional hardware sets/packages for all window units. Include six (6) additional sets of window gasketing for each type of window application.
40. Furnish up to four (4) dozen cans of spray touch up paint for all aluminum window frame installations.
41. This Manufacturer includes all costs for off site storage and staging. The Construction Manager has noted that all materials should be fabricated well in advance of installation. Any off-site storage costs are included in the contract sum.
42. Immediately upon notice of award, this Manufacturer is to furnish the following for approval:
  - a. Provide a detailed progress schedule, including a projected cash flow schedule.
  - b. Provide a proposed list of shop drawings and submittals indicating submittal dates and quantity of shop drawings anticipated.
  - c. List of proposed subcontractors and vendors (preliminary list to be submitted during Scope meeting)
  - d. Production & delivery schedules for all items and equipment as well as identification of long lead items.
  - e. Trade payment breakdown
  - f. ~~Performance and Payment Bonds, Fabrication Bond Material Supply Bond~~
  - g. Name and resume of Manufacturers key personnel and project manager that will be assigned to the project.
43. This Manufacturer shall submit a schedule (s) conforming to the Construction Managers schedule, indicating the estimated time required for all items and phases of work including but not limited to: shop drawings, purchasing, and fabrication. At periodic intervals and, as requested by the Construction Manager, these schedules shall be updated and resubmitted to the Construction Manager.
  - a. Superstructure Concrete to commence on or about the 2nd quarter of 2013.
  - b. This Manufacturer to be 6 floors below the Superstructure Contractor.
  - c. Project completion 3<sup>rd</sup> quarter of 2014
44. This Manufacturer will commence with shop drawings for the performance and visual mock up. Preparation of drawings is expected to take no longer than six (6) weeks for performance mock up and no longer than four (4) weeks for visual mock up from the date of this contract award.
45. This Manufacturer acknowledges the picture framing around the sash of the metal frame inswing casement window. At the head, jambs and sill there will be integral gaskets separate from the picture framing that enable the operable sash to close and be weather tight to the window frame.

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46. This Manufacturer acknowledges the recessed spandrels with integral sill covers. Spandrels to have painted back metal panels with 3" thick insulation fastened to the metal panel in between mullions as per drawings.
47. This Manufacturers Bid shall include all insurance Values in the Bid Price. Manufacturer to also include a break out value to be deducted if the job becomes a Wrap up CCIP Project. (Deduct Alternate NO.1). This bid must include Insurance in the proposal number.
48. If this job becomes a CCIP project; this Manufacturer must enroll immediately in the program and follow the guidelines detailed in the CCIP Manual.
49. The scope of work for this contract shall also include all notes, scope questions and answers from scope meeting conducted on June, 2012 and Contract Buy in September 2012.
50. This Manufacturer must refer to all contract documents in order to determine and ascertain the full scope of work.
51. This Manufacturer includes in its Contract price all trucking to and from the site in a manner that is compatible with the Teamsters Union requirements.
52. Proposal and Window system must comply with the design intent of the drawings and meet the performance specifications that are given. However; we will consider alternate details, materials, and methods of fabrication provided that the design is achieved and the proposal complies with project scope terms. Include a description of any alternate details where they are the basis of your proposal.
53. Price should be for furnishing only to job site in New York, including all fees and transportation.
54. This Manufactuer to provide a factory installed metal "clip", ground or locations in frame to attach to all inactive/blank-off louvers. Clip/ground to be around the perimeter of the louver panels in order to receive gypsum board, installation of board by others.
55. This manufacturer understands and acknowledges that this project has a PTAC unit attaching to their window system. This manufacturer will furnish a 2" insulated metal panel sandwich with the appropriate size sleeve cut out factory made. The metal panel will have a closure piece on 4 sides and at the sill a factory installed drip sill to assure proper drainage of the PTAC condensate to the exterior of the window/louver system. This manufacturer will provide a neoprene or other watertight gasket system attached to the flange that will serve as a vibration isolator. Manufacturer acknowledges that while sleeve and equipment within will be supported by framing installed by others, there will be some weight placed on the panel/window assembly by the PTAC and entire

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assembly and gaskets must be designed to withstand that weight. This manufacturer to provide coordinated shop drawings.

56. This manufacturer understands and acknowledges that this project has a horizontal exhaust system attaching to their window system. This manufacturer will also furnish at the TX louver location a 2" insulated metal panel sandwich similar to PTAC louver location. The fabricator will cross reference the coordinates of the approved duct work shop drawings for the exact locations of the metal panel cut out. Currently it is anticipated that this fabrication will provide a square or round hole size TBD. The criteria for weather and noise proofing in this location will be the same as at the PTAC units describe in above.
57. This Manufacturer is responsible to coordinate with the window Installer on all materials, inspections, and engineering required for a complete window wall system per the design drawings intent. Manufacturer represents that they have reviewed the proposed Scope of Work for the Installer and that all items required for a complete installation are covered. Any and all components of the system that are required for a complete installation are the responsibility of both the manufacturer and installer and will be provided at no additional cost to the owner.
58. The Manufacturer acknowledges that they will review and coordinate means and methods and quality control of Installer, and will perform on-site inspections periodically and as needed to assure quality control. If any performance issues with the system arise during the specified warranty period manufacturer will work with installer to jointly provide a timely solution and repair at no additional cost to the Owner, regardless of whether the issue is caused by a fabrication or installation defect.
59. The Manufacturer will hold harmless the Owner, Construction Manager and all related entities from any future or present copyright or patent infringement or similar claims relating to the product to be installed on this project. In the event that a restraining order or any similar legal notice from another manufacturer is received, this Manufacturer will proceed with fabrication and delivery without any delay and will assume any and all resulting legal costs to the Owner, CM and related entities.
60. This Manufacturer is responsible for all goods until such time they are delivered and under the care, custody and control of the Owner and Contractor.
61. This contract is based upon the attached drawings list dated 09/20/12.



## ALTERNATES

### ADD ALTERNATES

Add Alternate NO.1

Furnish Metal Cladding System for Bulkhead and a louver system for the water tank.

Add \$ TBD

Add Alternate NO. 2

Furnish glass and metal railings

Add \$ TBD

### Items Discussed at the Window Buy Meeting on 09/21/12

1. Performance mock-up will be part of Contract and built in Florida for all to view. Glasswall has included \$5,000.00 dollars to fly people to Miami for this. If the mock-up has to be sent to New York there will be additional costs for trucking and reinstallation in New York. A location needs to be arranged by the owner.
2. Slab Edge clearance will change from 3" inches currently on the drawings to 5". This fabricator acknowledges that the columns are not moving. They can/will make their system work in approximately 2 to 3 inches of clear space which will now be the clearance in Parcel A and 5 inches in Parcel B.
3. Shop Drawing and Meeting Field Visits: There will be a minimum of three (3) New York City shop drawing working sessions. Further the fabricator acknowledges that they will attend job meetings and make field visits to check on insert locations as well as job installation progress. There will be no set number of visits rather the requirement to do whatever is required for a successful installation.
4. Structural Issues: Fabricator has all mullion reinforcing required to make window system work as per all testing/model requirements. Additionally the fabricator has all hardware, bolts, etc. (except shims) required to install this product.
5. All window insulation is included as per ILA's sketches B-SKA-21 and B-SKA-22SK Demising Wall Between Apartment @ Spandrel and discussed at 9/21/12 meeting.
6. This fabricator has all window hardware included, include additional sets. Further they warrant they have all NYC Department of Health approvals for their limit shop hardware as per the guidelines and requirements of that department.
7. Interior: This fabricator includes all interior head and sill window trim. Further the window trim at the sill to cover the gas line is adjustable +/- 1/2.

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8. This fabricator understands and acknowledges that the owner does not want the ground floor window system installed and wants to start on the second floor. The fabricator has agreed that they can provide a revised system to make this happen in like to current system at no additional cost.
9. This fabricator has acknowledged that they will provide fastening point locations for field installed drywall metal framing to attach to. After which the CM will submit a drawing complying with the manufactures fastening locations and proceed with installation based on manufactures approval.
10. Trees: The current contract does not include the furnish and install of the trees but it does include engineering of the tree system as well as any and all reinforcing of the current window mullion system required in order to make tree attachment possible.
11. Storage and delivery issues were discussed and this manufacture believes there will not be any issues and they will comply if required with any Union delivery protocol.
12. Comebacks where acknowledged at the hoist as complete panels. At the crane tie back arms the fabricator suggest trying to install the back steel above the slab in order to allow the window panel to be installed. The CM will try to make this happen but repeated that there is no guarantee we will be allowed to do so.
13. Additional Material: Fabricator acknowledges that they will order sufficient extrusion metals, louvers, etc. so as not to cause shortages or delays to the fabrication and delivery schedule of this job. This also includes all glass in various types and sizes. Further at the end of the Project the fabricator will turn over to the owner all glass that has been ordered for the job and not used. At that time the owner/CM will determine if the glass is wanted and if not, the fabricator will dispose of same.
14. Firesafing this system currently needs to be fire smoke sealed from the top. This causes the sequence to be smoke sealed and then install next window panel thus possibly creating same coordination issues at the time the mock-up is tested all parties agree that further investigation will be coordinated to see if there are alternate methods available to accomplish the same end result.
15. Final adjustments will be made in the factory to all operable systems minor adjustment in the field will be accomplished in the field. This manufacturer agrees to train and show our people how to make minor field adjustments.
16. Final Acceptance Warranty: Glasswall will issue all warranties in like or better than the current IBA required warranty. Additionally paper copies will be provided for all



owner required agencies. Further to this is Glasswall's guarantee that they will be onsite to ensure the installer installs the Glasswall System to their current high standards so as to avoid finger pointing issues later on.

**ADDITIONAL SCOPE ITEMS:**

- 1 The items described below are specific safety items. This Contractor shall also follow Contract Rider #1 Article 4.3 Safety Precautions and Procedures as it pertains to this job.
  - a. ~~Contractor to remove and reinstall any temporary fencing, barricades etc. required for the installation the installation of their work.~~ KB
  - b. ~~This Contractor shall provide safe pedestrian passage at all times during the performance of the Contractor's work.~~
  - c. ~~This Contractors workers will be required to wear body harnesses and to tie off when working on the perimeter of the building.~~
  - d. ~~This Contractor shall observe all NYC site safety rules, OSHA requirements, Chapter 33 Local Law 5, and all necessary bylaws, DOT Regulations and NYC Building Code. Any violation of these laws caused by the contractor shall be remedied immediately. Construction Manager shall notify contractor in writing of safety violations. If this Contractor does not take corrective action within 24 hours the Construction Manager shall remedy the violations at the Contractor's expense. This Contractor shall start no earlier than 7:00am. If there are any fines, penalties or assessments incurred by the Construction Manager or owner due to the Contractor, then the Contractor shall bear all costs, fines and penalties.~~
- 2 This Contractor includes in its Contract price all trucking to and from the site in a manner that is compatible with the Teamsters Union.
- 3 ~~The Construction Manager reserves the right to request the dismissal of any representative or worker of this Contractor, who by the Construction Managers determination is detrimental to the project.~~ TB
- 4 This Contractor shall not perform any extra or unit price work without prior notification and written approval from the Construction Manager. Any extra work performed without such notification and written approval shall not be reimbursed. R
- 5 This Contractor will include performing "out of sequence" work required by Construction Manager to permit coordination of Construction Manager's work with others.
- 6 If this Contractor is required or chooses to work overtime to maintain the project schedule due to delays caused by this Contractor, any and all costs relating to personnel required by union jurisdiction (i.e. standby electricians, plumbers, laborers, etc.) will be charged back to this Contractors contract amount. This Contractor shall, at no additional cost to the Construction Manager or owner, immediately commence to whatever additional overtime and/or weekend (subject to CM obtaining weekend permits) work required to bring its work back on the schedule approved by the Construction Manager.
- 7 ~~This Contractor has visited the site and is aware of the existing conditions and accepts it "as is". Work involving adjacent properties must be closely coordinated with the~~ TB  
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B All inspections, signoffs, permits, and fees during the course of the contract are the responsibility of this Manufacturer. This Manufacturer to supply Construction Manager with all necessary certificates of Approval required for Certificate of Occupancy.

C This Contractor price includes all escalation costs for labor and material for the duration of this project.

D ~~This Contractor shall perform any other services not otherwise included in this agreement, without additional cost to the Contract sum, if reasonably required in the Construction Manager's judgment and or inferred from the Contract Documents, to fully complete the work in accordance with the plans and specifications for the project.~~ #B  
PC

E ~~This Contractor will submit, in writing to the Construction Manager's field office, no later than 12:00 p.m. (noon) of each workday, an accurate manpower count. In addition, this Contractor will include a brief description of the work and where it is being performed.~~ #B  
PC

F ~~This Manufacturer shall be responsible for the damage caused by its own personnel any of this Manufacturers, Sub-Subcontractors, suppliers, vendors, etc.) to existing construction, equipment, fixtures, finishes, finish surfaces, adjacent areas of construction, utilities, or adjoining properties.~~ #B  
PC

G All controlled testing and inspection requirements, required by the Contract Documents, Owner code, law, regulations or agencies will be arranged for and paid for by the Owner. This Manufacturer is to cooperate with the testing agencies for all inspections required to be performed whether in the shop and or plant. This Manufacturer shall notify the Construction Manager in advance of items being ready to be inspected and shall schedule inspections as required. If this does occur this Manufacturer will be responsible for any and all costs associated with a different means of testing procedures that may be utilized to ensure proper construction procedures.

H All materials permanently installed in the project are New York State Sales Tax Exempt.

End of Rider

~~Construction Manager. Storage of materials, location of shanties, workman breaks, etc, shall be limited only to the construction area. Parking of vehicles on job site or in roadways fronting the site will not be permitted.~~

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8 This Contractor scope of work shall be furnished in accordance with the drawings and specifications prepared by the Architect and or Engineers for the project. Any deviation from said drawings and specifications shall require written approval from the Owner, Architect and / or Engineers and Construction Manager. Any corrective work required as a result of unapproved deviations shall be charged to this Contractor.

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9 ~~Construction Manager and owner will not be responsible for loss or damages to any of this Contractor's tools, equipment or stored materials by any cause.~~

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10 ~~Should a question of union jurisdiction arise, this Contractor will immediately take steps to settle such disputes and will provide labor as may be determined to have jurisdiction. This Contractor will be responsible for any delays and resulting damages to the Owner and / or the Construction Manager caused by union jurisdiction disputes and will advise the Construction Manager immediately of any disputes experienced or anticipated. This Contractor shall perform all work with union personnel having jurisdiction including composite crews of workers from different unions if required.~~

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11 ~~This Contractor is to notify the Construction Manager three (3) working days in advance if he is unable to commence work because of interference of other trades or due to designated areas that are not acceptable and require that Construction Manager to correct the situation or deficiencies before this trade commences work.~~

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12 ~~This Contractor includes all costs for offsite storage and staging, if necessary.~~

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13 ~~This Contractor shall be responsible for damage caused by its own personnel (or any of his subcontractor's, vendors, etc.) to the adjacent areas of construction, properties or utilities. Any disturbance or impairment resulting directly or indirectly from this Contractor's work shall be immediately restored, repaired or replaced to the satisfaction of the Construction Manager and without additional cost to the Construction Manager or Owner. Refusal by this Contractor to correct the damaged work within three days after notice from the Construction Manager will necessitate correction by others with all related costs charged to this Contractor.~~

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14 ~~This Contractor is responsible for keeping his field personnel supplied with up to date design drawings and the latest copies of shop drawings approved by the Design Team.~~

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15 ~~This Contractor shall correct, repair or replace, as deemed necessary by the Construction Manager and/or Design Team, any items, defects, damages or faults in the work performed by this Contractor, and make good any damage to other work caused by the correction of such defects, at this Contractor's own cost and expense.~~

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16 All deliveries of material shall be coordinated with the Construction Manager giving at least 48 hours advance notice.

#### GENERAL NOTES:

A All shop drawings, samples submittals, affidavits etc. as required. This Contractor will provide six (6) copies of required shop drawings, samples, Specifications and any other requirements for submittals of any materials and equipment provided and installed for the completion of this contract.

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**Monadnock Construction, Inc.  
Subcontract Rider 6, Compliance Requirements**

Subcontractors of every tier may be required to provide compliance documents if and when such documents are requested by the General Contractor, Owner and/or any Federal, City or State Agency.



Handwritten signatures in blue ink, appearing to read 'MC' and 'BD'.